

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673783

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINEBOW, INC.		09/01/2021	Corporation: DELAWARE
THE COUNTRY VINTNER, INC.		09/01/2021	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Golub Capital Markets LLC
Street Address:	150 S. Wacker, Ste 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Serial Number:	90234862	HANDLEBAR WINE
Serial Number:	90172389	LOCAL TAB
Serial Number:	90234866	SHORT PUMP WINE
Serial Number:	88621034	THE GREEN WINE PROJECT
Serial Number:	90583932	WELCOME TO ARGENTINA
Serial Number:	90069044	WELCOME TO BARCELONA
Serial Number:	90583936	WELCOME TO ITALY
Serial Number:	90069040	WELCOME TO LAKE GARDA
Serial Number:	90069018	WELCOME TO MARLBOROUGH
Serial Number:	90069027	WELCOME TO MENDOZA
Serial Number:	90583942	WELCOME TO NEW ZEALAND
Serial Number:	90583939	WELCOME TO SPAIN
Serial Number:	90069065	WELCOME TO VENICE
Serial Number:	88713343	WELCOME TO WINE COMPANY
Serial Number:	86439442	WINEBOW A MEMBER OF THE WINEBOW GROUP
Serial Number:	87826459	WINEBOW CHATEAU + ESTATE
Serial Number:	90557094	MARS AND VENUS
Registration Number:	4961536	¡BUENAS!

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5509820	AMBLE + CHASE
Registration Number:	5675307	CRAFT + ESTATE
Registration Number:	5581478	DELL' UNITÀ
Registration Number:	5266133	GRAPE BEGINNINGS A MEMBER OF THE WINEBOW
Registration Number:	3027371	MARTIN SCOTT WINES
Registration Number:	4902671	MARTIN SCOTT WINES A MEMBER OF THE WINEB
Registration Number:	5667372	MARTINORO
Registration Number:	5189639	MUNDOVINO A MEMBER OF THE WINEBOW GROUP
Registration Number:	5459742	MUNDOVINO A MEMBER OF THE WINEBOW GROUP
Registration Number:	5266132	NOBLE WINES A MEMBER OF THE WINEBOW GROU
Registration Number:	4009152	PONGA
Registration Number:	5080313	PURPLE FEET WINES
Registration Number:	5080314	PURPLE FEET WINES A MEMBER OF THE WINEBO
Registration Number:	4910078	STACOLE FINE WINES
Registration Number:	5042980	STACOLE FINE WINES A MEMBER OF THE WINEB
Registration Number:	5052325	STONEWALL
Registration Number:	4154015	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	4154014	THE AMERICAN STILL LIFE COLLECTION
Registration Number:	2281386	THE COUNTRY VINTNER
Registration Number:	5028710	THE COUNTRY VINTNER A MEMBER OF THE WINE
Registration Number:	5200350	THE COUNTRY VINTNER A MEMBER OF THE WINE
Registration Number:	5327654	THE HENRY WINE GROUP A MEMBER OF THE WIN
Registration Number:	4989932	THE WINEBOW GROUP
Registration Number:	5341899	W
Registration Number:	5844306	WINEBOW
Registration Number:	5759262	WINEBOW
Registration Number:	5027293	WINEBOW A MEMBER OF THE WINEBOW GROUP
Registration Number:	5042981	WINEBOW BOSTON A MEMBER OF THE WINEBOW G
Registration Number:	2071562	WINEBOW INC.
Registration Number:	5584626	WOMEN IN WINE LEADERSHIP SYMPOSIUM
Registration Number:	5349871	
Registration Number:	4103968	ANNALISA
Registration Number:	4193185	FRONT PORCH
Registration Number:	4069855	MARS AND VENUS
Registration Number:	3908192	ST. KILDA

CORRESPONDENCE DATA

Fax Number: 2028874288

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2028874000
Email: dlee@akingump.com
Correspondent Name: David C. Lee
Address Line 1: 2001 K Street, N.W.
Address Line 2: Robert S. Strauss Tower
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	699232.0003
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NAME OF SUBMITTER:	David C. Lee
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SIGNATURE:	/David C. Lee/
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DATE SIGNED:	09/10/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated September 1, 2021, is made by each Person listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Golub Capital Markets LLC, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Term Loan Credit Agreement, dated as of April 19, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among Winebow Holdings, Inc., The Vintner Group, Inc., The Winebow Group Holdings, LLC, the Lenders party thereto from time to time and Golub Capital Markets LLC, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain First Lien Term Loan Security Agreement dated April 19, 2021, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

WINEBOW, INC., Grantor

By:  _____

Name: Dean K. Ferrell

Title: Chief Executive Officer

THE COUNTRY VINTNER, INC., Grantor

By:  _____

Name: Dean K. Ferrell

Title: Chief Executive Officer

GOLUB CAPITAL MARKETS LLC. as Collateral Agent and Grantee

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

WINEBOW, INC., Grantor

By: _____
Name:
Title:

THE COUNTRY VINTNER, INC., Grantor

By: _____
Name:
Title:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent and Grantee


By:  _____
Name: Marc C. Robinson
Title: Authorized Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

	Mark	App. Number	Reg. Number	Reg. Date	Owner
1.	¡BUENAS!	86643043	4961536	05/17/2016	Winebow, Inc.
2.	AMBLE + CHASE	87524743	5509820	07/03/2018	Winebow, Inc.
3.	CRAFT + ESTATE	88029676	5675307	02/12/2019	Winebow, Inc.
4.	DELL' UNITÀ	87310643	5581478	10/09/2018	Winebow, Inc.
5.	GRAPE BEGINNINGS A MEMBER OF THE WINEBOW GROUP	87381025	5266133	08/15/2017	Winebow, Inc.
6.	MARTIN SCOTT WINES	78438453	3027371	12/13/2005	Winebow, Inc.
7.	MARTIN SCOTT WINES A MEMBER OF THE WINEBOW GROUP	86439474	4902671	02/16/2016	Winebow, Inc.
8.	MARTINORO	87680871	5667372	01/29/2019	Winebow, Inc.
9.	MUNDOVINO A MEMBER OF THE WINEBOW GROUP	87133803	5189639	04/25/2017	Winebow, Inc.
10.	MUNDOVINO A MEMBER OF THE WINEBOW GROUP	87133815	5459742	05/01/2018	Winebow, Inc.
11.	NOBLE WINES A MEMBER OF THE WINEBOW GROUP	87380982	5266132	08/15/2017	Winebow, Inc.
12.	PONGA	85209127	4009152	08/09/2011	Winebow, Inc.
13.	PURPLE FEET WINES	86602595	5080313	11/15/2016	Winebow, Inc.

14.	PURPLE FEET WINES A MEMBER OF THE WINEBOW GROUP	86602610	5080314	11/15/2016	Winebow, Inc.
15.	STACOLE FINE WINES	86602605	4910078	03/01/2016	Winebow, Inc.
16.	STACOLE FINE WINES A MEMBER OF THE WINEBOW GROUP	86979806	5042980	09/13/2016	Winebow, Inc.
17.	STONEWALL	86571597	5052325	10/04/2016	Winebow, Inc.
18.	THE AMERICAN STILL LIFE COLLECTION	85444708	4154015	06/05/2012	Winebow, Inc.
19.	THE AMERICAN STILL LIFE COLLECTION	85444703	4154014	06/05/2012	Winebow, Inc.
20.	THE COUNTRY VINTNER	75525971	2281386	09/28/1999	Winebow, Inc.
21.	THE COUNTRY VINTNER A MEMBER OF THE WINEBOW GROUP	86979808	5028710	08/23/2016	Winebow, Inc.
22.	THE COUNTRY VINTNER A MEMBER OF THE WINEBOW GROUP	86439453	5200350	05/09/2017	Winebow, Inc.
23.	THE HENRY WINE GROUP A MEMBER OF THE WINEBOW GROUP	87381016	5327654	11/07/2017	Winebow, Inc.
24.	THE WINEBOW GROUP	86602631	4989932	06/28/2016	Winebow, Inc.
25.	W	87137013	5341899	11/21/2017	Winebow, Inc.
26.	WINEBOW	88305182	5844306	08/27/2019	Winebow, Inc.
27.	WINEBOW	88006072	5759262	05/21/2019	Winebow, Inc.

28.	WINEBOW A MEMBER OF THE WINEBOW GROUP	86979805	5027293	08/23/2016	Winebow, Inc.
29.	WINEBOW BOSTON A MEMBER OF THE WINEBOW GROUP	86979807	5042981	09/13/2016	Winebow, Inc.
30.	WINEBOW INC.	75102949	2071562	06/17/1997	Winebow, Inc.
31.	WOMEN IN WINE LEADERSHIP SYMPOSIUM	87808818	5584626	10/16/2018	Winebow, Inc.
32.		87431633	5349871	12/05/2017	Winebow, Inc.
33.	ANNALISA	85058155	4103968	02/28/2012	The Country Vintner, Inc.
34.	FRONT PORCH	85380691	4193185	08/21/2012	The Country Vintner, Inc.
35.	MARS AND VENUS	85239735	4069855	12/13/2011	The Country Vintner, Inc.
36.	ST. KILDA	85103950	3908192	01/18/2011	The Country Vintner, Inc.

U.S. TRADEMARK APPLICATIONS

	Mark	Serial Number	Applicant
1.	HANDLEBAR WINE	90234862	Winebow, Inc.
2.	LOCAL TAB	90172389	Winebow, Inc.
3.	SHORT PUMP WINE	90234866	Winebow, Inc.
4.	THE GREEN WINE PROJECT	88621034	Winebow, Inc.
5.	WELCOME TO ARGENTINA	90583932	Winebow, Inc.
6.	WELCOME TO BARCELONA	90069044	Winebow, Inc.

7.	WELCOME TO ITALY	90583936	Winebow, Inc.
8.	WELCOME TO LAKE GARDA	90069040	Winebow, Inc.
9.	WELCOME TO MARLBOROUGH	90069018	Winebow, Inc.
10.	WELCOME TO MENDOZA	90069027	Winebow, Inc.
11.	WELCOME TO NEW ZEALAND	90583942	Winebow, Inc.
12.	WELCOME TO SPAIN	90583939	Winebow, Inc.
13.	WELCOME TO VENICE	90069065	Winebow, Inc.
14.	WELCOME TO WINE COMPANY	88713343	Winebow, Inc.
15.	WINEBOW A MEMBER OF THE WINEBOW GROUP	86439442	Winebow, Inc.
16.	WINEBOW CHATEAU + ESTATE	87826459	Winebow, Inc.
17.	MARS AND VENUS	90557094	The Country Vintner, Inc.