

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DAYTON HEIDELBERG DISTRIBUTING CO., LLC		12/30/2021	Limited Liability Company: DELAWARE
WINE TRENDS, LLC		12/30/2021	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S DEARBORN ST.		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2689767	WINE TRENDS	
<b>Registration Number:</b>	4114574	HEIDELBERG DISTRIBUTING COMPANY	
<b>Registration Number:</b>	5208618	LA BOULANGERIE	
<b>Registration Number:</b>	5199732	59 PRIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>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.</i>			
<b>Phone:</b>	2124553605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	GENEVIEVE DORMENT, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/2391		
<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT		
<b>SIGNATURE:</b>	/GD/		

CH \$115.00 2689767

<b>DATE SIGNED:</b>	12/31/2021
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**Total Attachments: 5**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2021 (this “Security Agreement”), is made by DAYTON HEIDELBERG DISTRIBUTING CO., LLC, a Delaware limited liability company (“DHD”) and WINE TRENDS, LLC, an Ohio limited liability company (“WT” and, together with DHD, the “Grantors” and each a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, DHD, Ohio Valley Wine Company, LLC, an Ohio limited liability company (“OVW”), The Goodman Beverage Co., LLC, an Ohio limited liability company (“GBC”), Ohio Wine Imports Co., LLC, an Ohio limited liability company (“OWI”), WT, Mid-Ohio Wines, LLC, an Ohio limited liability company (“MOW”), and Heidelberg Distributing of Northern Kentucky, LLC, an Ohio limited liability company (“HDNK”, and together with DHD, OVW, GBC, OWI, WT and MOW, collectively, the “Borrowers” and each, individually, a “Borrower”), Holdings, the Lenders from time to time parties thereto, each Issuing Bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, Holdings, the Borrowers and certain of Holdings’ other Subsidiaries, including each Grantor, have entered into the Guaranty and Security Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent with respect to any Excluded Assets, and to the extent that any Collateral later becomes an Excluded Asset, the Lien granted hereunder will automatically be deemed to have been released; provided, further, that if and when any property shall cease to be an Excluded Asset, a Lien on and security interest in such property shall automatically be deemed granted therein.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**SECTION 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**SECTION 6. Governing Law.** THIS SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK.

**SECTION 7. Termination.** Upon the occurrence of the Facility Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Security Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DAYTON HEIDELBERG DISTRIBUTING CO.,  
LLC,**

a Delaware limited liability company

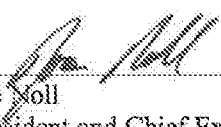
By:  .....

Name: Joe Noll

Title: President and Chief Executive Officer

**WINE TRENDS, LLC,**

an Ohio limited liability company

By:  .....

Name: Joe Noll

Title: President and Chief Executive Officer

[Signature Page to Dayton Heidelberg Trademark Security Agreement]

**TRADEMARK  
REEL: 007547 FRAME: 0196**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_

Name: *Steven P. Sullivan*



Title: *Auth. Officer*



[Signature Page to Dayton Heidelberg Trademark Security Agreement]

Trademarks

**U.S. Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Wine Trends, LLC	WINE TRENDS	2,689,767 (US)	2/25/2003
Dayton Heidelberg Distributing Co., LLC		4,114,574 (US)	3/20/2012
Dayton Heidelberg Distributing Co., LLC	LA BOULANGERIE	5,208,618 (US)	5/23/2017
Dayton Heidelberg Distributing Co., LLC		5199732 (US)	5/9/2017