

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winery Exchange, Inc.		06/29/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperatieve: NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97263196	SERENITA BELLA	
Serial Number:	97054095	SIP ME	
Serial Number:	97127704	GRADIENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	6785532288		
Email:	madrinc@gtlaw.com		
Correspondent Name:	GREENBERG TRAUIG, LLP- Christina Madrin		
Address Line 1:	3333 Piedmont Road, NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Christina Madrin		
SIGNATURE:	/Christina Madrin/		
DATE SIGNED:	06/30/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of June 29, 2022, between the Grantor listed on the signature pages hereof (the “*Grantor*”) and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, TEROLD PARENT, INC., a Delaware corporation, TEROLD INTERMEDIATE, INC., a Delaware corporation, TEROLD MERGER SUB, INC., a California corporation (“*Merger Sub*”) as a Borrower, WINERY EXCHANGE, INC., a California corporation (“*Winery Exchange*”) as a Borrower upon giving effect to the Effective Date Acquisition (as defined therein), the various financial institutions party thereto as a lender (each a “*Lender*” and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Credit Agreement dated as of July 30, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors (as defined in the Security Agreement) shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of July 30, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of Grantor’s Trademarks, including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

WINERY EXCHANGE, INC.

By: _____



Name: Pablo Masseroni

Title: Vice President, Corporate
Development

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH**, as Administrative Agent

By: *Eric Hurshman*
Name: Eric Hurshman
Title: Managing Director

By: *R. Caspert*
Name: Rachel Caspert
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Winery Exchange, Inc.	United States of America	SERENITA BELLA	97263196	February 11, 2022
Winery Exchange, Inc.	United States of America	SIP ME	97054095	September 30, 2021
Winery Exchange, Inc.	United States of America	GRADIENT	97127704	November 16, 2021

Schedule I to Trademark Security Agreement