

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINE.COM, LLC	FORMERLY Wine.com, Inc.	10/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Middle Market Lending Corp.		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97424101	STEWARDSHIP EXCLUSIVES	
Serial Number:	97403249	STEWARDSHIP	
Serial Number:	97403253	STEWARDSHIP	
Serial Number:	90042589	WINE.COM	
Serial Number:	90042555	WINE.COM	
Serial Number:	88799058	PICKED BY WINE.COM	
Serial Number:	88799052	PICKED BY WINE.COM	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	14868.230002		

OP \$190.00 97424101

NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	10/17/2022
Total Attachments: 8 source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page1.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page2.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page3.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page4.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page5.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page6.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page7.tif source=Wine.com - Intellectual Property Security Agreement [EXECUTED] (2)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of October 17, 2022, is made by WINE.COM, LLC, a Delaware limited liability company (formerly known as Wine.com, Inc., a Delaware corporation) (“Grantor”), in favor of Goldman Sachs Middle Market Lending Corp., as agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below.

WHEREAS, reference is made to that certain Fourth Amendment and Waiver to Credit Agreement, dated as of the date hereof (the “Fourth Amendment”), which amends the Credit Agreement, dated as of November 14, 2018 (as amended by the First Amendment to Credit Agreement, dated as of March 3, 2021, the Second Amendment to Credit Agreement, dated as of December 13, 2021, the Third Amendment to Credit Agreement, dated as of March 31, 2022, the Fourth Amendment, and as may be further amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement), by and among Wine.com, LLC, a Delaware limited liability company (the “Borrower”), Wine.com, Inc. (“Holdings”), the Lenders party thereto from time to time and Goldman Sachs BDC, Inc. (f/k/a Goldman Sachs Middle Market Lending Corp.), as agent for the Lenders (“Agent”);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of November 14, 2018 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Collateral Agreement), among Grantor, the other grantors party thereto, and Agent, as agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantor in, to and under the Intellectual Property Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Intellectual Property Collateral”), whether presently existing or hereafter arising or acquired:

- (a) (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 1, and (iii) all rights to obtain any reissues or extensions of the foregoing (collectively, the “Patents”);

(b) all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 1 (the “Patent Licenses”);

(c) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 2, and (ii) the right to obtain all renewals thereof (collectively, the “Trademarks”);

(d) each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 2 (the “Trademark Licenses”);

(e) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Schedule 3, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing (collectively, the “Copyrights”);

(f) all written agreements naming any Grantor as licensor or licensee, including those listed on Schedule 3, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (the “Copyright Licenses”); and

(g) all rights to sue at law or in equity for any infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

This Agreement shall be a contract made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by telecopy or other electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

WINE.COM, LLC, as Grantor

William Tomaszewski

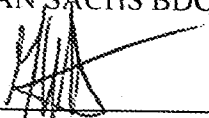
By: 4A7977AAE49CF86166B9C52097E6E294

Name: William Tomaszewski

Title: General Counsel and Secretary

ACKNOWLEDGED:

GOLDMAN SACHS BDC, INC., as Agent

By:  _____

Name: Greg Watts

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

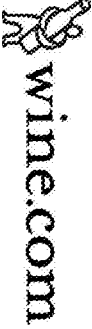

TRADEMARK
REEL: 007869 FRAME: 0703

SCHEDULE 1
to
Intellectual Property Security Agreement
PATENTS AND PATENT LICENSES

N/A

SCHEDULE 2
to
Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country of Registration
Wine.com, LLC	STEWARDSHIP EXCLUSIVES	97424101		5/23/2022		U.S.A.
Wine.com, LLC	STEWARDSHIP	97403249		5/10/2022		U.S.A.
Wine.com, LLC	STEWARDSHIP	97403253		5/10/2022		U.S.A.
Wine.com, LLC		90042589		7/8/2020		
Wine.com, LLC	WINE.COM	90042555		7/8/2020		
Wine.com, LLC		88799058		2/14/2020		
Wine.com, LLC	PICKED BY WINE.COM	88799052		2/14/2020		

SCHEDULE 3
to
Intellectual Property Security Agreement
COPYRIGHTS

N/A

105778739.2

73037461.3

TRADEMARK

REEL: 007869 FRAME: 0706

RECORDED: 10/17/2022