

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FULL GLASS - WINC, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMASS BRANDS INC		
Street Address:	927 South Santa Fe Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	4785880	#TBT	
Registration Number:	4828877	ALMA LIBRE	
Registration Number:	4828858	ATAVIST	
Registration Number:	4985275	AU-DELÀ	
Registration Number:	4796870	BIG BEAT	
Serial Number:	88722219	BOKETTO	
Registration Number:	4689816	BRETHREN OF THE ROAD	
Serial Number:	90897917	CASA DE LILA	
Registration Number:	4988821	CHOMMIE	
Registration Number:	5073314	DÉCLASSÉ	
Registration Number:	5347935	DIVINER	
Registration Number:	4864507	ENDGAME	
Registration Number:	5197280	FINKE'S WIDOW	
Registration Number:	4814764	FOG LAND	
Serial Number:	97461706	FORMA DE VIDA	
Registration Number:	4733318	FUNK ZONE	
Registration Number:	6640189	GOLDEN CHILD	
Registration Number:	5142393	HONEY BEAST	
Registration Number:	6599173	HOUSE OF LUCK	

CH \$1265.00 4785880

Property Type	Number	Word Mark
Registration Number:	4842289	IDEE FIXE
Registration Number:	5004566	IF A TREE FALLS
Registration Number:	4765964	KIN + COUNTRY
Registration Number:	4864499	LA MULETA
Registration Number:	4753309	L'ATELIER DU SUD
Registration Number:	4864511	LAUGHING OWL
Serial Number:	97329797	LE FERMIER
Registration Number:	6009175	LIGHT & SPACE
Registration Number:	4988823	LIKELIHOOD OF CONFUSION
Registration Number:	5293657	LOVES ME NOT
Registration Number:	5417171	MATCHLOCK
Registration Number:	5166174	OBJET D'ART
Serial Number:	90870209	ONE FROM THE QUIVER
Registration Number:	4762003	PRETTY YOUNG THING
Registration Number:	4761999	PRISMUS
Registration Number:	5197235	QTY
Registration Number:	5197040	RESTLESS EARTH
Registration Number:	6840849	ROME OF THE NORTH
Registration Number:	4814797	RUZA
Registration Number:	4746631	SALIENT
Registration Number:	4733319	SO THIS HAPPENED...
Registration Number:	4762004	SUPERCLUSTER
Registration Number:	4924159	THE BLUFFER
Registration Number:	4825091	THE INDEPENDENT
Registration Number:	4711882	VILLE BASSE
Registration Number:	5143508	WINC
Registration Number:	5086799	WINC
Registration Number:	4878574	ZWICKER
Registration Number:	4176945	CLUB W
Serial Number:	97029528	W
Registration Number:	6754306	W

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 8585506412

Email: lortiz@cooley.com

Correspondent Name: LISA ORTIZ

Address Line 1: C/O COOLEY LLP

TRADEMARK

REEL: 008122 FRAME: 0421

Address Line 2: 10265 SCIENCE CENTER DRIVE
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 345231-106

NAME OF SUBMITTER: LISA ORTIZ

SIGNATURE: /LISA ORTIZ/

DATE SIGNED: 07/03/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 30, 2023 (this “**Agreement**”), by and between FULL GLASS - WINC, LLC, a Delaware limited liability company (“**Grantor**”), and AMASS Brands Inc, a Delaware corporation (“**Lender**”).

Reference is made to that certain Secured Promissory Note, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Senior Note**”), among Grantor, as the borrower, and Lender, pursuant to which Lender has extended credit to Grantor subject to the terms and conditions set forth therein. Consistent with the requirements set forth in the Senior Note, the parties hereto agree as follows:

SECTION 1. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Senior Note.

SECTION 2. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Senior Note, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to Lender, its successors and assigns, a continuing security interest in all of its right, title or interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor acquired by Grantor from Lender’s subsidiaries pursuant to that certain Asset Purchase Agreement dated as of June 11, 2023 among Grantor, Lender and the Sellers identified therein, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all trademarks, including those trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with the foregoing;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

provided that Trademark Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed.

SECTION 3. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Senior Note. Grantor and Lender hereby acknowledge and affirm that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Senior Note, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Senior Note, the terms of the Senior Note shall govern.

SECTION 4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. All of the agreements, conditions, covenants, provisions and stipulations contained in the Note Documents to be kept and performed by Grantor are by this reference hereby made part of this Agreement to the same extent and with the same force and effect as if they were fully set forth in this Agreement, and Grantor covenants and agrees to keep and perform the same, or cause the same to be kept and performed, in accordance with their terms.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

FULL GLASS – WINC, LLC,
a Delaware limited liability company

By: 

Name: Louis A. Amoroso

Title: Chief Executive Officer

LENDER:

AMASS BRANDS INC, a Delaware corporation

By: Mark Lynn

Name: Mark T. Lynn

Title: Chief Executive Officer



SCHEDULE I

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Country</u>	<u>Debtor</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No./Reg. No.</u>	<u>Class / Goods</u>
United States of America	Winc, Inc.	#TBT	Registered	4785880	33 Wine
United States of America	Winc, Inc.	ALMA LIBRE	Registered	4828877	33 Wine
United States of America	Winc, Inc.	ATAVIST	Registered	4828858	33 Wine
United States of America	Winc, Inc.	AU-DELA	Registered	4985275	33 Wine
United States of America	Winc, Inc.	BIG BEAT	Registered	4796870	33 Wine
United States of America	Winc, Inc.	BOKETTO	Pending	88722219	33 Sake
United States of America	Winc, Inc.	Brethren of the Road	Registered	4689816	33 Wine
United States of America	Winc, Inc.	CASA DE LILA	Pending	90897917	33 Wine
United States of America	Winc, Inc.	CHOMMIE	Registered	4988821	33 Wine
United States of America	Winc, Inc.	DÉCLASSÉ	Registered	5073314	33 Wine
United States of America	Winc, Inc.	DIVINER	Registered	5347935	33 wine
United States of America	Winc, Inc.	ENDGAME	Registered	4864507	33 Wine
United States of America	Winc, Inc.	FINKE'S WIDOW	Registered	5197280	33 Wine
United States of America	Winc, Inc.	FOG LAND	Registered	4814764	33 Wine
United States of America	Winc, Inc.	FORMA DE VIDA	Pending	97461706	33 Wine
United States of America	Winc, Inc.	FUNK ZONE	Registered	4733318	33 Wine

United States of America	Winc, Inc.	GOLDEN CHILD	Registered	6640189	33 wine
United States of America	Winc, Inc.	HONEY BEAST	Registered	5142393	33 Wine
United States of America	Winc, Inc.	HOUSE OF LUCK	Registered	6599173	33 Sake
United States of America	Winc, Inc.	IDEE FIXE	Registered	4842289	33 Wine
United States of America	Winc, Inc.	IF A TREE FALLS	Registered	5004566	33 Wine
United States of America	Winc, Inc.	KIN + COUNTRY	Registered	4765964	33 Wine
United States of America	Winc, Inc.	LA MULETA	Registered	4864499	33 Wine
United States of America	Winc, Inc.	L'ATELIER DU SUD	Registered	4753309	33 Wine
United States of America	Winc, Inc.	LAUGHING OWL	Registered	4864511	33 Wine
United States of America	Winc, Inc.	LE FERMIER	Pending	97329797	33 Wine
United States of America	Winc, Inc.	LIGHT & SPACE	Registered	6009175	33 wine
United States of America	Winc, Inc.	LIKELIHOOD OF CONFUSION	Registered	4988823	33 Wine
United States of America	Winc, Inc.	LOVES ME NOT	Registered	5293657	33 Wine
United States of America	Winc, Inc.	MATCHLOCK	Registered	5417171	33 wine
United States of America	Winc, Inc.	OBJET D'ART	Registered	5166174	33 Wine
United States of America	Winc, Inc.	ONE FROM THE QUIVER	Pending	90870209	33 Wine
United States of America	Winc, Inc.	PRETTY YOUNG THING	Registered	4762003	33 Wine
United States of America	Winc, Inc.	PRISMUS	Registered	4761999	33 Wine

United States of America	Winc, Inc.	QTY	Registered	5197235	33 Wine
United States of America	Winc, Inc.	RESTLESS EARTH	Registered	5197040	33 Wine
United States of America	Winc, Inc.	ROME OF THE NORTH	Registered	6840849	33 Wine
United States of America	Winc, Inc.	RUZA	Registered	4814797	33 Wine
United States of America	Winc, Inc.	SALIENT	Registered	4746631	33 Wine
United States of America	Winc, Inc.	SO THIS HAPPENED...	Registered	4733319	33 Wine
United States of America	Winc, Inc.	SUPERCLUSTER	Registered	4762004	33 Wine
United States of America	Winc, Inc.	THE BLUFFER	Registered	4924159	33 Wine
United States of America	Winc, Inc.	THE INDEPENDENT	Registered	4825091	33 Wine
United States of America	Winc, Inc.	VILLE BASSE	Registered	4711882	33 Wine
United States of America	Winc, Inc.	WINC	Registered	5143508	45 Preparation of customized gift sets
United States of America	Winc, Inc.	WINC	Registered	5086799	35 Online store and retail store services featuring wine; administering a wine club by means of providing select wines for members to purchase and arranging periodic shipments of wines to club members
United States of America	Winc, Inc.	ZWICKER	Registered	4878574	33 Wine
United States of America	Winc, Inc.	CLUB W	Registered	4176945	35 On-line retail store services featuring wine 39 Wine club services featuring periodic shipments of wine to members 43 Providing a web site where users can post ratings, reviews and recommendations on wines for wine appreciation purposes
United	Winc, Inc.		Pending*	97029528	32 Non-alcoholic beverages containing fruit juices

States of America					
United States of America	Winc, Inc.		Registered	6754306	33 Wine, sake 35 Online retail store services featuring wine; retail store services featuring wine; administering a wine club by means of providing select wines for members to purchase and arranging periodic shipments of wines to club members

* Marks labeled with an asterisk are not currently in use and may be revived by filing a petition to revive and required extension of time.