

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wine.com, Inc.		11/03/2023	Corporation: DELAWARE
Wine.com, LLC		11/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc. (f/k/a Goldman Sachs Middle Market Lending Corp.), as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3512515	WINE.COM	
Registration Number:	2498220		
Registration Number:	2611707		
Registration Number:	2603774		
Registration Number:	7072137		
Registration Number:	2528961	GRAND GOURMET	
Registration Number:	4257290	STEWARDSHIP	
Registration Number:	6754821	SERIOUSLY PASSIONATE ABOUT WINE	
Registration Number:	7055161	STEWARDSHIP EXCLUSIVES	
Registration Number:	7055133	STEWARDSHIP	
Registration Number:	7055132	STEWARDSHIP	
Registration Number:	7123640	WINE.COM	
Registration Number:	7123639	WINE.COM	
Registration Number:	7129193	PICKED BY WINE.COM	
Registration Number:	7129192	PICKED BY WINE.COM	
CORRESPONDENCE DATA			

CH \$390.00 3512515

Fax Number: 4045725100

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: 4045723428

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868.230002
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NAME OF SUBMITTER:	Angela Amico Olchaskey
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SIGNATURE:	/AAmicoOlchaskey/
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DATE SIGNED:	11/03/2023
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of November 3, 2023, is made by WINE.COM, INC., a Delaware corporation, and WINE.COM, LLC, a Delaware limited liability company (each, a “Grantor” and, collectively, “Grantors”), in favor of Goldman Sachs BDC, Inc. (f/k/a 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 Sixth Amendment to Credit Agreement, dated as of the date hereof (the “Sixth Amendment”), which amends the Credit Agreement, dated as of November 14, 2018 (as amended, restated, supplemented 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 Grantors, the Lenders party thereto from time to time and Agent;

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement dated as of November 3, 2023 (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 Grantors, 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”), each Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of each 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; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such 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 such 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 such 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 such 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. Each 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, each 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, INC., as Grantor

By: 
Name: Richard Bergsund
Title: President and Chief Executive Officer

WINE.COM, LLC, as Grantor

By: 
Name: Richard Bergsund
Title: President and Chief Executive Officer

ACKNOWLEDGED:

GOLDMAN SACHS BDC, INC. as Agent



By: _____
Name: Greg Watts
Title: Authorized Signatory

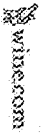



SCHEDULE 1
to
Intellectual Property Security Agreement

PATENTS AND PATENT LICENSES

Grantor	Patent Title	Patent Application Number	Patent Registration Number	Date of Application	Date of Registration	Country of Registration
Wine.com, LLC	INFORMATIVE PACKAGING AND WRAPPING PRODUCT	13286158	9,211,973	10/31/2011	12/15/2015	U.S.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	 wine.com	78/517267	3512515	11/15/2004	10/07/2008	U.S.A.
Wine.com, LLC		76/133693	2498220	09/21/2000	10/16/2001	U.S.A.
Wine.com, LLC		76/133692	2611707	09/21/2000	08/27/2002	U.S.A.
Wine.com, LLC		76/133691	2603774	09/21/2000	08/06/2002	U.S.A.
Wine.com, LLC		97/289290	7072137	03/01/2022	06/06/2023	U.S.A.
Wine.com, LLC	GRAND GOURMET	75/817949	2528961	10/08/1999	01/15/2002	U.S.A.
Wine.com, LLC	STEWARDSHIP	85/605908	4257290	04/23/2012	12/11/2012	U.S.A.
Wine.com, LLC	SERIOUSLY PASSIONATE ABOUT WINE	88/720471	6754821	12/09/2019	06/07/2022	U.S.A.
Wine.com, LLC	STEWARDSHIP EXCLUSIVES	97/424101	7055161	5/23/2022	05/16/2023	U.S.A.
Wine.com, LLC	STEWARDSHIP	97/403253	7055133	05/10/2022	05/16/2023	U.S.A.

Wine.com, LLC	STEWARDSHIP	97/403249	7055132	05/10/2022	05/16/2023	U.S.A.
Wine.com, LLC	WINE.COM	90/042589	7123640	07/08/2020	08/01/2023	U.S.A.
Wine.com, LLC	WINE.COM	90/042555	7123639	07/08/2020	08/01/2023	U.S.A.
Wine.com, LLC	PICKED BY WINE.COM	88/799058	7129193	02/14/2020	08/08/2023	U.S.A.
Wine.com, LLC	PICKED BY WINE.COM	88/799052	7129192	02/14/2020	08/08/2023	U.S.A.
Wine.com, Inc.	WINE.COM & Design	3499239	2085052	--	5/11/2006	Argentina
Wine.com, Inc.	WINE.COM & Design	3499238	2085051	--	5/11/2006	Argentina
Wine.com, Inc.	WINE.COM & Design	1022622	1022622	--	6/21/2005	Australia
Wine.com, Inc.	WINE.COM & Design	2782837	2782837	--	10/17/2003	European Union
Wine.com, Inc.	WINE.COM & Design	200211340	2004B02067	--	2/19/2004	Hong Kong
Wine.com, Inc.	WINE.COM & Design	2002064435	4753759	--	3/5/2004	Japan
Wine.com, Inc.	WINE.COM & Design	719086	719086	--	9/28/2004	New Zealand
Wine.com, Inc.	WINE.COM & Design	T0310813C	T0310813C	--	7/17/2003	Singapore
Wine.com, Inc.	WINE.COM & Design	T0211461Z	T0211461Z	--	1/19/2004	Singapore
Wine.com, Inc.	WINE.COM & Design	T0211457A	T0211457A	--	7/26/2002	Singapore
Wine.com, Inc.	WINE.COM & Design	200417030	200417030	--	11/3/2009	South Africa
Wine.com, Inc.	WINE.COM & Design	200417029	200417029	--	11/3/2008	South Africa

Wine.com, Inc.	WINE.COM & Design	2782837	UK0092782837	--	10/17/2003	United Kingdom
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SCHEDULE 3
to
Intellectual Property Security Agreement
COPYRIGHTS

Grantor	Copyright Title	Copyright Registration Date	Copyright Registration Number	Copyright Application Date	Country of Registration
Wine.com, Inc.	Introduction to Wine Tasting with Bob Betz, Master of Wine	01/27/2005	PA 1-266-743	12/08/2004	U.S.A.
Wine.com, LLC	Wine.com.	12/16/2021	TXu002291932	--	U.S.A.