

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850951

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wine.com, Inc.		11/03/2023	Corporation: DELAWARE
Wine.com, LLC		11/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding IV Trust, as Agent		
<b>Street Address:</b>	7255 Woodmont Ave, Suite 300		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7072137		
<b>Registration Number:</b>	7055161	STEWARDSHIP EXCLUSIVES	
<b>Registration Number:</b>	7055133	STEWARDSHIP	
<b>Registration Number:</b>	7055132	STEWARDSHIP	
<b>Registration Number:</b>	7123640	WINE.COM	
<b>Registration Number:</b>	7123639	WINE.COM	
<b>Registration Number:</b>	7129193	PICKED BY WINE.COM	
<b>Registration Number:</b>	7129192	PICKED BY WINE.COM	
<b>Registration Number:</b>	6754821	SERIOUSLY PASSIONATE ABOUT WINE	
<b>Registration Number:</b>	4257290	STEWARDSHIP	
<b>Registration Number:</b>	3512515	WINE.COM	
<b>Registration Number:</b>	2611707		
<b>Registration Number:</b>	2603774		
<b>Registration Number:</b>	2498220		
<b>Registration Number:</b>	2528961	GRAND GOURMET	
<b>CORRESPONDENCE DATA</b>			

OP \$390.00 7072137

**Fax Number:** 3128637867

**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:** 3128637267

**Email:** jaclyn.di.grande@goldbergkohn.com

**Correspondent Name:** Jaclyn Di Grande - Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 E Monroe St., Ste 3300

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6605.108
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<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
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<b>SIGNATURE:</b>	/jaclyn di grande/
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<b>DATE SIGNED:</b>	11/03/2023
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**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (the "**Agreement**") made as of this 3rd day of November, 2023, by **WINE.COM, INC.**, a Delaware corporation, and **WINE.COM, LLC**, a Delaware limited liability company (collectively, "**Grantor**"), in favor of **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**"):

### RECITALS

A. Grantor, Grantee, Lenders and the other Persons from time to time party thereto are parties to that certain Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extension of credit to be made to Borrowers (as defined therein) by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), 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 (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations under the Credit Agreement and each other Financing Document.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior

grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

- (a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (b) each Trademark License; and
- (c) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the period corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(Signature Pages Follow)


IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

**WINE.COM, INC.**  
a Delaware corporation

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

**WINE.COM, LLC.**  
a Delaware limited liability company

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

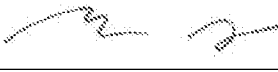
Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP LLC,  
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

**Schedule 1**

**Trademarks**

<b>Mark</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Registrant</b>
[DESIGN ONLY]	Registered (United States)	97289290	7072137	6/06/23	Wine.com, LLC
STEWARDSHIP EXCLUSIVES	Registered (United States)	97424101	7055161	5/16/23	Wine.com, LLC
STEWARDSHIP	Registered (United States)	97403253	7055133	5/16/23	Wine.com, LLC
STEWARDSHIP	Registered (United States)	97403249	7055132	5/16/23	Wine.com, LLC
WINE.COM	Registered (United States)	90042589	7123640	8/01/23	Wine.com, LLC
WINE.COM	Registered (United States)	90042555	7123639	8/01/23	Wine.com, LLC
PICKED BY WINE.COM	Registered (United States)	88799058	7129193	8/08/23	Wine.com, LLC
PICKED BY WINE.COM	Registered (United States)	88799052	7129192	8/08/23	Wine.com, LLC
SERIOUSLY PASSIONATE ABOUT WINE	Registered (United States)	88720471	6754821	6/07/22	Wine.com, LLC
STEWARDSHIP	Registered (United States)	85605908	4257290	12/11/12	Wine.com, LLC
WINE.COM	Registered (United States)	78517267	3512515	10/07/08	Wine.com, LLC



Mark	Status	Serial Number	Registration Number	Registration Date	Registrant
[DESIGN ONLY]	Registered (United States)	76133692	2611707	8/27/22	Wine.com, LLC
[DESIGN ONLY]	Registered (United States)	76133691	2603774	8/06/02	Wine.com, LLC
[DESIGN ONLY]	Registered (United States)	76133693	2498220	10/16/01	Wine.com, LLC
GRAND GOURMET	Registered (United States)	75817949	2528961	1/15/02	Wine.com, LLC
WINE.COM & Design	Registered (Argentina)	3499239	2085052	5/11/06	Wine.com, Inc.
WINE.COM & Design	Registered (Argentina)	3499238	2085051	5/11/06	Wine.com, Inc.
WINE.COM & Design	Registered (Australia)	1022622	1022622	6/21/05	Wine.com, Inc.
WINE.COM & Design	Registered (European Union)	2782837	2782837	10/17/03	Wine.com, Inc.
WINE.COM & Design	Registered (Hong Kong)	200211340	2004B02067	2/19/04	Wine.com, Inc.

Mark	Status	Serial Number	Registration Number	Registration Date	Registrant
WINE.COM & Design	Registered (Japan)	2002064435	4753759	3/5/04	Wine.com, Inc.
WINE.COM & Design	Registered (New Zealand)	719086	719086	9/28/04	Wine.com, Inc.
WINE.COM & Design	Registered (Singapore)	T0310813C	T0310813C	7/17/03	Wine.com, Inc.
WINE.COM & Design	Registered (Singapore)	T0211461Z	T0211461Z	1/19/04	Wine.com, Inc.
WINE.COM & Design	Registered (Singapore)	T0211457A	T0211457A	7/26/02	Wine.com, Inc.
WINE.COM & Design	Registered (South Africa)	200417030	200417030	11/3/09	Wine.com, Inc.
WINE.COM & Design	Registered (South Africa)	200417029	200417029	11/3/08	Wine.com, Inc.
WINE.COM & Design	Registered (United Kingdom)	2782837	UK0092782837	10/17/03	Wine.com, Inc.

**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "**Supplement**") made as of this \_\_\_ day of \_\_\_\_\_, 202\_\_ by [\_\_\_\_\_] (the "**Grantor**"), in favor of MIDCAP FUNDING IV TRUST, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "**Grantee**");

**W I T N E S S E T H:**

**WHEREAS**, Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of November 3, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of November 3, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and

proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

8. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

[ \_\_\_\_\_ ]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>