

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI112001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Share a Splash Wine Co., LLC		02/14/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	U.S. Bank National Association		
Street Address:	633 West Fifth Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: OHIO		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77121950	CANNONBALL	
Serial Number:	77415483	ANGELS & COWBOYS	
Serial Number:	77415498	ANGELS & COWBOYS	
Serial Number:	85556569		
Serial Number:	85571768	DIVE IN	
Serial Number:	85691466	SHARE A SPLASH	
Serial Number:	86203143	HIGH DIVE	
Serial Number:	86205196		
Serial Number:	87186073	CANNONBALL	
Serial Number:	87186240	SHARE A SPLASH WINE CO.	
Serial Number:	87891260	CANNONBALL ELEVEN	
Serial Number:	88732018	ROSHAMBO	
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:	3122883589		
Email:	Sabrina.lynch@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$315.00.00 77121950

Address Line 1: 2929 Allen Pkwy Ste 3300
Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER: Sabrina Lynch

SIGNATURE: Sabrina Lynch

DATE SIGNED: 03/21/2024

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of February 14, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made and entered into by each undersigned pledgor/grantor (jointly and severally, individually and collectively, the "Grantor" or "Pledgor") in favor of U.S. Bank National Association, a national banking association (the "Secured Party" or "Lender").

SECURITY INTEREST AND PLEDGE; DEFINITIONS

1. Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Pledgor's present or future indebtedness, obligation and liabilities to Secured Party, Pledgor hereby: (a) transfers, conveys and grants a mortgage to Secured Party, as security, and (b) grants a security interest in, Pledgor's entire right, title and interest in, to and under the following (all of which shall collectively be called the Collateral):

a. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the Trademarks).

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, or acquired or held;

c. Any and all design rights which may be available to Pledgor now or hereafter existing, created, acquired or held;

d. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

e. All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use; and

f. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Pledgor represents, warrants, covenants and agrees as follows:

a. Pledgor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Pledgor to its customers in the ordinary course of business and except for liens, encumbrances or security interests described in **Exhibit B** attached hereto;

b. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Pledgor is party or by which Pledgor is bound;

c. During the term of this Agreement, Pledgor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Pledgor, copies of which Pledgor will provide from time to time to Secured Party at the request of Secured Party;

d. Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

e. Pledgor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Pledgor in or to any Trademark, Patent or Copyright not specified in this Agreement;

f. Pledgor shall (i.) protect, defend and maintain the validity and enforceability of the Trademarks, (ii.) use its best efforts to detect infringements of the Trademarks and promptly advise Secured Party in writing of material infringements detected and (iii.) not allow any Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

g. Pledgor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least fifteen (15) days' prior written notice thereof; (ii) providing Secured Party with a copy of the application for any such registration; and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Pledgor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party;

h. This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Pledgor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause 3.i below;

i. Except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the filing with the United States Copyright Office with respect to Copyrights, necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval

or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i.) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Agreement or by Pledgor; or (ii.) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

j. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Pledgor with respect to the Collateral is accurate and complete in all material respects;

k. Pledgor shall not enter into any agreement that would materially impair or conflict with Pledgor's obligations hereunder without Secured Party's prior written consent. Pledgor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

l. Upon any officer of Pledgor obtaining knowledge thereof, Pledgor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Pledgor or Secured Party to dispose of any of the Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Agreement to take but which Pledgor fails to take, after five (5) days' telephonic or written notice to Pledgor. Pledgor shall reimburse and indemnify Secured Party for all costs and expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Pledgor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Pledgor, and any of Pledgor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Pledgor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Secured Party to access to Pledgor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

a. On a continuing basis, Pledgor will, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and United States Copyright Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Patents.

b. Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

i. To modify in its sole discretion this Agreement without first obtaining Pledgor's approval of or signature to such modification by amending **Exhibit A** thereof, to include reference to any right title or interest in any trademarks acquired by Pledgor after the execution hereof or to delete any reference to any right, title, interest in any trademarks in which Pledgor no longer has or claims any right, title or interest; and,

ii. To file, in its sole discretion, one or more UCC financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Pledgor where permitted by law.

7. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

a. An Event of Default occurs under the Loan Agreement or any under agreement between Pledgor and Secured Party; or

b. Pledgor breaches any warranty or agreement made by Pledgor in this Agreement.

8. **Remedies.** Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code or other applicable law, including without limitation the right to require Pledgor to assemble the Collateral and to make it available to Secured Party at a place designated by Secured Party. Pledgor will pay any expenses (including attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. **Indemnity.** Pledgor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a.) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b.) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Pledgor, whether under this Agreement or otherwise (including, without limitation, attorneys' fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. **Release.** At such time as Pledgor shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Pledgor all deeds, releases and other instruments as may be necessary or proper to revert in Pledgor full title to the property granted hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Pledgor may not assign this Agreement or any rights or duties hereunder without Secured Party's prior written consent, and any prohibited assignment shall be absolutely void.

13. Attorneys' Fees. If any action relating to this Agreement is brought by Secured Party against Pledgor, Secured Party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

14. Integration; Amendments. This is an integrated Agreement and supersedes all prior agreements or negotiations regarding the subject matter hereof. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement or a signed signature page thereto (intended to be attached to a copy of this Agreement) transmitted by facsimile machine, telecopier, or other electronic means (including via transmittal of a "pdf" file) shall be deemed and treated as an original document and an original signature.

16. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Pledgor and Secured Party consent to the non-exclusive jurisdiction of any state court located in San Mateo County, California or district court located in the Northern District of California.

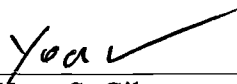
17. WAIVER OF JURY TRIAL. THE GRANTOR AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER. THE GRANTOR AND THE LENDER FURTHER AGREE THAT THE TERMS AND CONDITIONS OF THE CALIFORNIA JUDICIAL REFERENCE AGREEMENT SHALL BE APPLICABLE IN CONNECTION WITH THIS JURY TRIAL WAIVER.

[signatures continued on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

PLEDGOR:

SHARE A SPLASH WINE CO., LLC
a California limited liability company



By: Yoav S. Gilat
Its: Manager

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____
Name: Leslie Reuter
Title: Authorized Officer

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

PLEDGOR:

SHARE A SPLASH WINE CO., LLC
a California limited liability company

By: Yoav S. Gilat
Its: Manager

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party


By: _____
Name: Leslie Reuter
Title: Authorized Officer

EXHIBIT "A"

TRADEMARKS

All present and future registered and unregistered trademarks, including but not limited to the following:

Trademark	Registration Number or Serial Number	Filing Date; Registration Date
Cannonball	77121950	03/15/2007 08/06/2013
Angels & Cowboys	77415483	03/06/2008 10/07/2008
Angels & Cowboys	77415498	03/06/2008 10/07/2008
[Illustration Drawing]	85556569	03/06/2008 10/01/2012
Dive In	85571768	03/16/2012 10/02/2012
Share a Splash	85691466	07/31/2012 04/09/2013
High Dive	86203143	02/25/2014 04/18/2017
[Illustration Drawing]	86205196	02/26/2014 04/18/2017
Cannonball	87186073	09/28/2016 05/22/2018
Share a Splash Wine Co.	87186240	09/28/2016 06/12/2018
Cannonball Eleven	87891260	04/24/2018 02/19/2019
Roshambo	88732018	12/18/2019 [registration date unknown]

EXHIBIT "B"

PERMITTED LIENS

None

*****OR*****

Jurisdiction	Filing Number	Filing Date	Secured Party

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of February [14], 2024, (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and between Share a Splash Wine Co., LLC, as debtor ("Grantor") and U.S. Bank National Association, successor to MUFG Union Bank, N.A., as secured party ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to Lender.

Grantor and Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SHARE A SPLASH WINE CO., LLC

By: Yoav
Name: Yoav S. Gilat
Title: Manager

Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION,
Successor to MUFG Union Bank, N.A.

By: _____
Name: Leslie Reuter
Title: Authorized Officer

NOTICE
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Ladies and Gentlemen:

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Grantor and Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SHARE A SPLASH WINE CO., LLC


By: _____

Name: Yoav S. Gilat

Title: Manager

Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION,
Successor to MUFG Union Bank, N.A.

By:  _____

Name: Leslie Reuter

Title: Authorized Officer

Schedule 1

Trademark	Registration Number or Serial Number	Filing Date; Registration Date
Cannonball	77121950	03/15/2007 08/06/2013
Angels & Cowboys	77415483	03/06/2008 10/07/2008
Angels & Cowboys	77415498	03/06/2008 10/07/2008
[Illustration Drawing]	85556569	03/06/2008 10/01/2012
Dive In	85571768	03/16/2012 10/02/2012
Share a Splash	85691466	07/31/2012 04/09/2013
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[Illustration Drawing]	86205196	02/26/2014 04/18/2017
Cannonball	87186073	09/28/2016 05/22/2018
Share a Splash Wine Co.	87186240	09/28/2016 06/12/2018
Cannonball Eleven	87891260	04/24/2018 02/19/2019
Roshambo	88732018	12/18/2019 [registration date unknown]