

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Wine & Spirits, Inc.		08/12/2010	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative agent		
Street Address:	135 South LaSalle		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3810059	NATIONAL WINE & SPIRITS INC.	
Serial Number:	77860680	NATIONAL WINE AND SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	17038-30080		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 3810059

Date:

08/16/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2010 is entered into between NATIONAL WINE & SPIRITS, INC., an Indiana corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 12, 2010 by and among Grantor, Republic National Distributing Company of Indiana, LLC, the financial institutions party thereto as lenders (the "Lenders") and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and certain other financial accommodations to Grantor; and

WHEREAS, in order to induce (i) the Lenders and Agent to enter into the Credit Agreement and the other Loan Documents, and (ii) the Lenders to make such Loans and other financial accommodations, Grantor has agreed to grant to Agent, for itself and for the benefit of the Lenders, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Guaranty and Collateral Agreement, dated as of August 12, 2010, by and among Grantor, Republic National Distributing Company of Indiana, LLC, the other grantors party thereto, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent for its benefit and the benefit of the Lenders, a continuing first priority Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of *the date first set forth above.*

NATIONAL WINE & SPIRITS, INC.

By: 

Name: Patricia A. Tacton

Title: Treasurer

BANK OF AMERICA, N.A., as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of *the date first set forth above*.

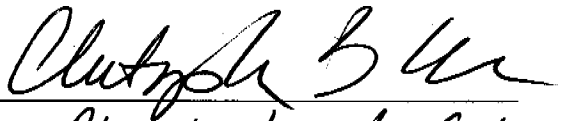
NATIONAL WINE & SPIRITS, INC.

By: _____

Name: _____

Title: _____

BANK OF AMERICA, N.A., as Agent

By: 

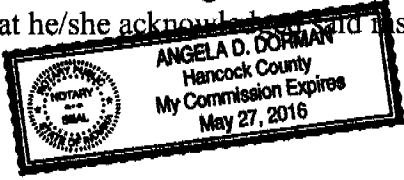
Name: Christopher L Collins

Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)
COUNTY OF MARION) ss.

On this 12th day of August, 2010 before me personally appeared Patrick A. Trefun, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of National Wine & Spirits, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Angela D. Dorman
Notary Public

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS**

NO.	MARK	DATE FILED	REG. NO.	SERIAL NO.	DATE REG.	ORIGINAL APPLICANT/ CURRENT OWNER	STATUS
1.	National Wine & Spirits Inc.		3810059		06/29/2010	NATIONAL WINE & SPIRITS, INC.	ISSUED
2.	National Wine & Spirits Inc. (design mark)	10/29/2009		77/860680		NATIONAL WINE & SPIRITS, INC.	PENDING