

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Wines and Liquors, Inc.		10/16/2014	CORPORATION: MISSOURI
Glazer's, Inc.	FORMERLY GFOC Holdings, Inc.	10/16/2014	CORPORATION: TEXAS
Glazer's of Canada, LLC		10/16/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4003296	CHOCOLAIS	
Registration Number:	3789671	GLAZER'S	
Registration Number:	3789770	GLAZER'S	
Registration Number:	3789769	GLAZER'S DISTRIBUTORS	
Registration Number:	3789768	GLAZER'S DISTRIBUTORS	
Registration Number:	3763199	GLAZER'S FAMILY OF COMPANIES	
Registration Number:	3763198	GLAZER'S FAMILY OF COMPANIES	
Registration Number:	4332289	PRESTIGE WINE CELLARS	
Registration Number:	4121726	D & E	
Registration Number:	4513914	D&E FINE WINE GROUP	
Registration Number:	3895447	PRIMETIME	
Serial Number:	86390065	THREE TO THREE	
Serial Number:	86390060	323	
Serial Number:	86390058	323 THREE TO THREE	
CORRESPONDENCE DATA			
		TRADEMARK	

Fax Number: 2142207716

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: 214-661-7324

Email: sbertino@velaw.com

Correspondent Name: Shannon Bertino

Address Line 1: 2001 Ross Avenue, Suite 3700

Address Line 2: c/o Vinson & Elkins LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	CHA715/29009
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NAME OF SUBMITTER:	Shannon Bertino
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SIGNATURE:	/Shannon Bertino/
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DATE SIGNED:	10/17/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 16, 2014 (this "Agreement"), among Glazer's, Inc., a Texas corporation (formerly known as GFOC Holdings, Inc.), Superior Wines and Liquors, Inc., a Missouri corporation, and Glazer's of Canada, LLC, a Texas limited liability company (collectively, "Grantors"), and JPMorgan Chase Bank, N.A., as Administrative Agent ("Agent"). Reference is made to the Amended and Restated Credit Agreement dated as of June 19, 2013, as amended, and as amended and restated as of May 14, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Borrowers (defined therein), Lenders (defined therein) party thereto and Agent.

Lenders have agreed to extend credit to Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligation of Lenders to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. Grantors will derive substantial benefits from such extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantors pursuant to the Security Agreement did, and hereby do, grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Grantors or in, to or under which Grantors now have or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement and the other Loan Documents. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement and the other Loan Documents, 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

GRANTORS:

GLAZER'S, INC., a Texas corporation

SUPERIOR WINES AND LIQUORS, INC., a Missouri corporation

GLAZER'S OF CANADA, LLC, a Texas limited liability company

By: _____

Name:

Title:

AGENT:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 005383 FRAME: 0033

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

GRANTORS:

GLAZER'S, INC., a Texas corporation


SUPERIOR WINES AND LIQUORS, INC., a Missouri corporation

GLAZER'S OF CANADA, LLC, a Texas limited liability company

By: _____
Name:
Title:






AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Jeff A. Tompkins
Title: Authorized Officer

SCHEDULE I

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Registration Date	Registration/Serial Number
Superior Wines and Liquors, Inc.	CHOCOLAIS	07/26/2011	4,003,296
Glazer's, Inc.	GLAZER'S	05/18/2010	3,789,671
Glazer's, Inc.		05/18/2010	3,789,770
Glazer's, Inc.	GLAZER'S DISTRIBUTORS	05/18/2010	3,789,769
Glazer's, Inc.		05/18/2010	3,789,768
Glazer's, Inc.	GLAZER'S FAMILY OF COMPANIES	03/23/2010	3,763,199
Glazer's, Inc.		03/23/2010	3,763,198
Glazer's, Inc.	PRESTIGE WINE CELLARS	05/07/2013	4,332,289
Glazer's, Inc.	D&E	04/12/2012	4,121,726
Glazer's, Inc.		04/15/2014	4,513,914
Glazer's, Inc.	PRIMETIME	12/21/2010	3,895,447
Glazer's, Inc.	THREE TO THREE	09/09/2014	86,390,065
Glazer's, Inc.	323	09/09/2014	86,390,060
Glazer's, Inc.		09/09/2014	86,390,058

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
GLAZER'S (Canada)	Glazer's of Canada, LLC	08/21/2013	1,640,327
GLAZER'S OF CANADA (Canada)	Glazer's of Canada, LLC	08/21/2013	1,640,328