

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM358340

<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>
Gold Standard Enterprises, Inc.		10/09/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn St., 22nd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86467360	CHICAGOLAND'S WINE SUPERSTORE	
<b>Serial Number:</b>	86467357	LINCOLN PARK TASTING ROOM	
<b>Registration Number:</b>	4425184	IF YOU CAN'T FIND IT AT BINNY'S, IT'S PR	
<b>Registration Number:</b>	4240674	BINNY'S BEVERAGE DEPOT	
<b>Registration Number:</b>	4167825	BINNY'S	
<b>Registration Number:</b>	4126905	EL SEÑOR	
<b>Registration Number:</b>	4133131	EL SEÑOR	
<b>Registration Number:</b>	3971722	MARCA MB BINNY'S 1949	
<b>Registration Number:</b>	3971711	MARCA BINNY'S	
<b>Registration Number:</b>	2702387	BINNY'S	
<b>Registration Number:</b>	2350261	BINNY'S BEVERAGE DEPOT	
<b>Registration Number:</b>	1679761	SAM'S	
<b>Registration Number:</b>	1633524	SAM'S	
<b>Registration Number:</b>	0879227	JACQUES ARNOUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>			

OP \$365.00 86467360

**Phone:** 3128637267  
**Email:** jaclyn.digrande@goldbergkohn.com  
**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1075.260
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	10/12/2015

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of October 9, 2015 by GOLD STANDARD ENTERPRISES, INC., an Illinois corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, certain other Borrowers, the Administrative Agent, the Lenders and the other Loan Parties party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Administrative Agent has agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent and grants to the Administrative Agent, a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and

future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of the Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

**GRANTOR:**

**GOLD STANDARD ENTERPRISES, INC.,**  
an Illinois corporation,

By: M+B  
Name: Michael Binstein  
Title: CEO

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
CHICAGOLAND'S WINE SUPERSTORE	86467360	Pending – Application filed 12/1/14	N/A	N/A	Gold Standard Enterprises, Inc.
LINCOLN PARK TASTING ROOM	86467357	Pending – application filed 12/1/14	N/A	N/A	Gold Standard Enterprises, Inc.
IF YOU CAN'T FIND IT AT BINNY'S, IT'S PROBABLY NOT WORTH DRINKING	85876955	Registered	4425184	10/29/13	Gold Standard Enterprises, Inc.
BINNY'S BEVERAGE DEPOT	85467962	Registered	4240674	11/13/12	Gold Standard Enterprises, Inc.
BINNY'S	85466849	Registered	4167825	7/3/12	Gold Standard Enterprises, Inc.
EL SEÑOR	85331453	Registered	4126905	4/10/12	Gold Standard Enterprises, Inc.
EL SEÑOR	85331435	Registered	4133131	4/24/12	Gold Standard Enterprises, Inc.
MARCA MB BINNY'S 1949	85008549	Registered	3971722	5/31/11	Gold Standard Enterprises, Inc.
MARCA BINNY'S	85005964	Registered	3971711	5/31/11	Gold Standard Enterprises, Inc.
BINNY'S	76414915	Registered	2702387	4/1/03	Gold Standard Enterprises, Inc.
BINNY'S BEVERAGE DEPOT	75769374	Registered	2350261	5/16/00	Gold Standard Enterprises, Inc.
SAM'S	74173077	Registered	1679761	3/17/92	Gold Standard Enterprises, Inc.
SAM'S	73796637	Registered	1633524	1/29/91	Gold Standard Enterprises, Inc.
JACQUES ARNOUL	72297121	Registered	879227	10/21/69	Gold Standard Enterprises, Inc.

**TRADEMARK**