

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Drinks Insiders, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company
Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached? Yes No

Name: Western Alliance Bank
Internal _____
Address: Attn: Leanna Lynch
Street Address: 55 Almaden Blvd, Ste. 100
City: San Jose
State: CA
Country: USA Zip: 95113

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Arizona
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) 3/28/2017

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78897503

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Susan Reynolds
Internal Address: DLA Piper LLP (US)
Street Address: 401 B Street, Ste. 1700
City: San Diego
State: CA Zip: 92101
Phone Number: (858) 638-6730
Fax Number: (858) 638-5130
Email Address: susan.reynolds@dlapiper.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ N/A

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information: Resubmission

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Susan Reynolds 4/20/17
Signature Date

Susan Reynolds
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

900400708 03/31/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422002

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drinks Insiders, LLC		03/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Leanna Lynch		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type: LLC	ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78897503	WINE INSIDERS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:		Troy Zander	
SIGNATURE:		/s/ Troy Zander	
DATE SIGNED:		03/31/2017	
Total Attachments: 7			
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source=IPSA (Drinks Insiders)#page4.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2017, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and DRINKS INSIDERS, LLC, a Delaware limited liability company ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 28, 2017 (as amended from time to time, the "Loan Agreement"), between Lender, Grantor, DRINKS, LLC, a Delaware limited liability company, DRINKS HOLDINGS, INC., a Delaware corporation, DRINKS LICENSING, LLC, a Delaware limited liability company, and DRINKS MSWC, LLC, a Delaware limited liability company. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

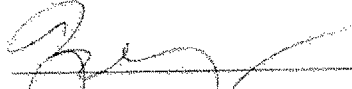
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900400708

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DRINKS INSIDERS, LLC

By: 
Name: Gary Cooperman
Title: CEO

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: Gary Cooperman
1125 East Broadway, #173
Glendale, CA 91205
Fax: () _____
Email: gary@drinks.com

Address for Notices:

Attn: Leanna Lynch
55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Fax: (408) 282-1681
Email: leanna.lynch@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

WLS1275259656
355157-000266

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REEL: 006044 FRAME: 0572

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
DRINKS INSIDERS, LLC

LENDER:
WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

By: Leanna Lynch

Name: _____

Name: Leanna Lynch

Title: _____

Title: VP PM

Address for Notices:
Attn: Gary Cooperman
1125 East Broadway, #173
Glendale, CA 91205
Fax: () _____
Email: gary@drinks.com

Address for Notices:
Attn: Leanna Lynch
55 Ahmaden Boulevard, Suite 100
San Jose, CA 95113
Fax: (408) 282-1681
Email: leanna.lynn@bridgebank.com

[Signature Page to Intellectual Property Security Agreement]

WEST:275253656
355157-000266

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REEL: 006044 FRAME: 0573

20170420181739EST18586385130

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
WINE INSIDERS	78897503	3241874		5/31/06

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355157-000266

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TRADEMARK
REEL: 006044 FRAME: 0575

United States
www.dlapiper.com



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Facsimile

Susan Reynolds
T +1 858.638.6730

Date: 2017-04-20 18:17:07 EST

To:

Fax: 15712730140

Comments:

Resubmission of Non-Recorded Security Assignment

Please see attached regarding resubmission of document no. 900400708.

Best regards,

Susan Reynolds

Paralegal Specialist

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F +1 858.638.5130

M +1 619.507.1278

E susan.reynolds@dlapiper.com



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4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

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