

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DTC Logistics, LLC		04/06/2020	Limited Liability Company: DELAWARE
Wineshipping.com LLC		04/06/2020	Limited Liability Company: CALIFORNIA
Wineshipping Emerald LLC		04/06/2020	Limited Liability Company: CALIFORNIA
Oregon Wine Services and Storage, LLC		04/06/2020	Limited Liability Company: OREGON
Oregon Wine Transport, LLC		04/06/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5869929	BIG TOOLS FOR SMALL RETAILERS	
Registration Number:	5749448	TRACK ORDER ONLINE SECURE AND INSTANT TR	
Registration Number:	5572390	24 SEVEN ENTERPRISES	
Registration Number:	5410691	VINGO	
Registration Number:	5333878	WINE LOGISTICS MADE EASY	
Registration Number:	5064668	PRONIMBUS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,jason.brown@hklaw.com		
Correspondent Name:	Holland & Knight LLP		

OP \$165.00 5869929

Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 04/24/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2020 is made by DTC LOGISTICS, LLC, a Delaware limited liability company ("Holdings"), and each of the other entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ally Bank ("Ally Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 6, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DTC LOGISTICS, LLC, a Delaware limited liability company ("Holdings"), WINESHIPPING.COM LLC, a California limited liability company ("Borrower"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Ally Bank, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the Agent and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature pages follow.]

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

Very truly yours,

DTC LOGISTICS, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Charles Baxter
Title: Manager

WINESHIPPING.COM LLC,
a California limited liability company,
as a Grantor

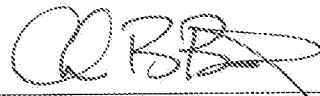
By: DTC Logistics, LLC,
a Delaware limited liability company,
its Member and Manager

By: 
Name: Charles Baxter
Title: Manager

WINESHIPPING EMERALD LLC,
a California limited liability company,
as Grantor

By: Wineshipping.com LLC,
a California limited liability company,
its Member and Manager

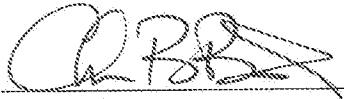
By: DTC Logistics, LLC, a Delaware
limited liability company,
its Member and Manager

By: 
Name: Charles Baxter
Title: Manager

**OREGON WINE SERVICES AND STORAGE,
LLC, an Oregon limited liability company,
as a Grantor**

By: Wineshipping.com LLC,
a California limited liability company,
its Member and Manager

By: DTC Logistics, LLC, a Delaware
limited liability company,
its Member and Manager

By: 
Name: Charles Baxter
Title: Manager

**OREGON WINE TRANSPORT, LLC, an
Oregon limited liability company,
as a Grantor**

By: Oregon Wine Services and Storage, LLC,
an Oregon limited liability company
its Member and Manager

By: Wineshipping.com LLC, a California
limited liability company,
its Member and Manager

By: DTC Logistics, LLC, a
Delaware limited liability
company, its Member and
Manager

By: 
Name: Charles Baxter
Title: Manager

ACKNOWLEDGED AND AGREED
as of the date first above written:

ALLY BANK,
as Agent

By:  _____

Name: Ian Townsager

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Trademark	Country	Status	Date Filed	Registration Number	Registration Date
Wineshipping.com LLC	BIG TOOLS FOR SMALL RETAILERS	USA	TSDR	December 23, 2018	5869929	September 24, 2019
Wineshipping.com LLC	TRACK ORDER ONLINE SECURE AND INSTANT	USA	TSDR	August 23, 2018	5749448	May 14, 2019
Wineshipping.com LLC	24 SEVEN ENTERPRISES	USA	TSDR	November 11, 2017	5572390	September 25, 2018
Wineshipping.com LLC	VINGO	USA	TSDR	March 22, 2017	5410691	February 27, 2018
Wineshipping.com LLC	WINE LOGISTICS MADE EASY	USA	TSDR	March 22, 2017	5333878	November 14, 2017
Wineshipping.com LLC	PRONIMBUS	USA	TSDR	June 3, 2014	5064668	October 18, 2016