

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New WineBid, Inc.		02/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4791794	W	
Registration Number:	3242317	WINEBID	
Registration Number:	3242318	WINEBID.COM	
Serial Number:	88071887	FRANCE DIRECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	02/18/2022		
Total Attachments: 9			

CH \$115.00 4791794

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 18, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and DIGITAL BEVERAGE GROUP, INC., a Delaware corporation, and the other Loan Parties (as defined in the Credit Agreement defined below) (each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) All 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark application, but only to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of that intent-to-use trademark application under applicable federal law.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:
c/o Digital Beverage Group, Inc.
Attention: Russ Mann
E-mail: rmann@winebid.com

GRANTOR:

DIGITAL BEVERAGE GROUP, INC.

By: Matthew Torrie 

Name: Matthew Torrie

Title: CFO/Secretary

Address:
c/o Digital Beverage Group, Inc.
Attention: Russ Mann
Email: rmann@winebid.com

NEW WINEBID, INC.


By: Matthew Torrie 

Name: Matthew Torrie

Title: CFO/Secretary

Address:
c/o Digital Beverage Group, Inc.
Attention: Russ Mann
Email: rmann@winebid.com

NEW LAST BOTTLE, INC.

By: Matthew Torrie 

Name: Matthew Torrie

Title: CFO/Secretary

Address:
JPMorgan Chase Bank, N.A.
383 Madison Ave, 22nd Floor
New York, NY 10017
Attention: Alexander Freedman
Email: alexander.freedman@jpmorgan.com

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:
c/o Digital Beverage Group, Inc.
Attention: Russ Mann
E-mail: rmann@winebid.com

Address:
c/o Digital Beverage Group, Inc.
Attention: Russ Mann
Email: rmann@winebid.com

Address:
c/o Digital Beverage Group, Inc.
Attention: Russ Mann
Email: rmann@winebid.com

Address:
JPMorgan Chase Bank, N.A.
383 Madison Ave, 22nd Floor
New York, NY 10017
Attention: Alexander Freedman
Email: alexander.freedman@jpmorgan.com

GRANTOR:

DIGITAL BEVERAGE GROUP, INC.

By: _____

Name: _____

Title: _____

NEW WINEBID, INC.

By: _____

Name: _____

Title: _____

NEW LAST BOTTLE, INC.

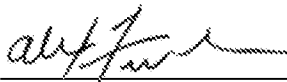
By: _____

Name: _____

Title: _____

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Alexander Freedman

Title: Vice President

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Trademark	Registration Date	Registration No.	Country Where Registered
"Linked Wine Glass Design" 	8/11/15	4,791,794	United States
France Direct	App Date: 8/9/18	App No.: 88/071,887	United States
WineBid	5/15/07	3,242,317	United States
WineBid.com	5/15/07	3,242,318	United States
First Bottle	6/18/19	5779663	United States
INVINO	3/22/16	4922937	United States
Last Bottle	11/13/12	4241250	United States
YOUNT RIDGE	6/7/16	4974467	United States
A CRISP	1/27/15	4679413	United States
LUNA VINEYARDS ¹	6/30/98	2169860	United States
LUNA VINEYARDS	8/7/13	TMA857172	Canada
LUNATIC	1/29/13	4281712	United States
PALACE	9/24/13	4408248	United States
THE PALACE 1915	2/25/20	5997245	United States
INVINO Insider Access for Wine Lovers	8/14/12	4189242	United States
EPIC YOUNT RIDGE	1/19/21	6251572	United States
CENTER POINT	5/17/16	4960517	United States
THREEFOIL	5/13/21	90/708308	United States
SINNET	5/13/21	90/708227	United States
HALYARD ²	5/13/21	90/708174	United States
COLLIDE	5/12/21	90/707006	United States
SLEEPER ³	4/27/21	90/675538	United States
LUNA VINEYARDS	7/23/21	1561625	International (WIPO)
NELLCÔTE	8/10/21	6448993	United States
NELLCÔTE	1/6/15	4667273	United States
NELLCÔTE	9/30/14	4614466	United States

¹ This registration was subject to a security interest granted to Wells Fargo Bank, N.A., which has been released as of December 10, 2021. The recordation of that release was submitted to the USPTO on May 3, 2021 and then subsequently sent electronically, but has not yet been processed by the USPTO.

² The Examiner issued a refusal based on a likelihood of confusion with HALYARD, Reg. No. for 5156893, in the name of Halyard Brewing Company, LLC for "Beer, Ginger beer" in class 32.

³ The Examiner issued a refusal based on a likelihood of confusion with SOVARE, Reg. No. 5908629, in the name of Nicola DeAcetis for "wine" in class 33. The Examiner notes the translation of the Swedish word "sovare" is "sleeper".

YOUNT RIDGE CELLARS	9/14/15	1272483	WIPO (designating CN, EM, JP)
YOUNT RIDGE CELLARS	8/20/19	TMA1050000	Canada

Domain Names			
acrispchardonnay.com	firstbottle.com	lastbottlewines.com	thelunacollection.com
acrispwine.com	firstbottlewine.com	lunaticwine.com	yountridge.com
acrispwines.com	firstbottlewines.com	lunavineyards.com	yountridgecellars.com
asylumwine.com	galwaycomedyfestival.com	lunawine.com	yountridgenapa.com
blickerpierce.net	gazebonews.com	lunawinery.com	yountridgenapavalley.com