

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Stacked Wines, LLC | 12/27/2012 |
| RECEIVING PARTY DATA | |
| Name: | Haralambos Leasing Company |
| Street Address: | 2300 Pellissier Place |
| City: | City of Industry |
| State/Country: | CALIFORNIA |
| Postal Code: | 90601 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Application Number: | 13111454 |
| Application Number: | 13474376 |
| Application Number: | 29411983 |
| Application Number: | 29423581 |
| Application Number: | 29423578 |
| Application Number: | 29423510 |
| PCT Number: | US2012038380 |
| CORRESPONDENCE DATA | |
| Fax Number: | 2136296001 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Correspondent Name: | Nixon Peabody LLP |
| Address Line 1: | Gas Company Tower |
| Address Line 2: | 555 West 5th Street, 46th Floor |
| Address Line 4: | Los Angeles, CALIFORNIA 90013 |

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|---|--------------|
| ATTORNEY DOCKET NUMBER: | 44678-9 |
| NAME OF SUBMITTER: | Seth D. Levy |
| <p>Total Attachments: 7</p> <p>source=SecurityAgreement#page1.tif</p> <p>source=SecurityAgreement#page2.tif</p> <p>source=SecurityAgreement#page3.tif</p> <p>source=SecurityAgreement#page4.tif</p> <p>source=SecurityAgreement#page5.tif</p> <p>source=SecurityAgreement#page6.tif</p> <p>source=SecurityAgreement#page7.tif</p> | |

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of December 27, 2012, by Stacked Wines, LLC., a California limited liability company (the "Grantor") in favor of Haralambos Leasing Company, a California general partnership, having an office at 2300 Pellissier Place, City of Industry, CA 90601 ("Lender").

RECITALS

- A. The Grantor is the owner of certain Patent Collateral (as defined below).
- B. The Grantor, as a borrower, has entered into a Secured Promissory Note and Security Agreement dated as of December 27, 2012 (as from time to time amended, modified or supplemented, and together with this Agreement the "Credit Documents"), between the Grantor and Lender. Pursuant to the Credit Documents, the Lender will make certain advances and other financial accommodations available to the Grantor.
- C. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Documents. Terms not otherwise defined herein or in the Credit Documents but defined in the Article 9 of the California Uniform Commercial Code (the "UCC") are used herein as defined therein.
- D. The Grantor has agreed to grant to the Lender, for the benefit of Lender, a security interest in all of their right, title and interest in and to the Patent Collateral as collateral security for the funds borrowed pursuant to the Secured Promissory Note and the other obligations contained in the Credit Documents ("Obligations").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to the Lender, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or hereafter acquired by such Grantor, and whether now or hereafter existing (the "Patent Collateral"): (i) all United States and foreign utility and design patents, together with any extensions, reexaminations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part, and all subsequent filings in any country or jurisdiction claiming priority therefrom (the "Patents"), including, without limitation, the patents and patent applications listed in Exhibit A; (ii) all inventions, improvements and designs described and claimed in any Patent and the right to make, use, sell and advertise for sale the same; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages,

indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Patents listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Patents acquired by such Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of Grantor's Patents and Patent applications in existence as of the date hereof.

(b) Grantor owns all Patents identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Patents, including Patents owned by any third party.

(c) All Patents are free from any Lien and free of any restrictions which could reasonably be expected to have a material adverse effect.

(d) Grantor has not, as of the date hereof, granted any license, release, covenant not to sue, or non-assertion assurance to any person with respect to any of the Patents.

(e) All of the issued Patents among the Patents are currently in compliance, in all material respects, with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Patent has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Patents is infringed or has been challenged or threatened in any way.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person is required (i) for the grant by Grantor of the security interest granted hereby, for the pledge by Grantor of the Patent Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States Patent and Patent application among the Patents, or (iii) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Patent Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United

States Patent and Patent application.

4. Covenants as follows:

(a) Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Lender reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Patent Collateral.

(b) Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Patent Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Patent Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Grantor will furnish to the Lender from time to time statements and schedules further identifying and describing the Patent Collateral and such other reports in connection with the Patent Collateral as the Lender may reasonably request, all in reasonable detail.

(d) Grantor agrees that, should it obtain an ownership interest in any new Patent Collateral, including any Patent, Patent application, or patentable invention, which is not now scheduled on Exhibit A as a part of the Patent Collateral, any such Patent, Patent application, or patentable invention, will automatically become part of the Patent Collateral. Grantor further agrees that it shall deliver to the Lender a written report, in reasonable detail, upon the Lender's request, setting forth each new Patent or Patent application that Grantor has filed, acquired, created or otherwise obtained since the previous report. Grantor authorizes the Lender to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Lender in effecting any such amendment) to include any Patent or Patent application which becomes part of the Patent Collateral.

(e) With respect to each material Patent and Patent application set forth in Exhibit A hereto, Grantor agrees to take all necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such Patent, and (ii) pursue each such Patent application, now or hereafter included in the Patent Collateral to the extent it has material value or is material to the conduct of Grantor's businesses as then conducted, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Grantor agrees to take corresponding steps with respect to each

material new or acquired Patent to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by Grantor. Grantor shall not discontinue use of or otherwise abandon any Patent or Patent application now or hereafter included in the Patent Collateral.

(f) Grantor agrees to notify the Lender promptly and in writing if it learns (i) that any material item of the Patent Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Patent or (iii) of any adverse determination with respect to the validity or enforceability of any material Patent.

(g) Grantor shall take all steps to preserve and protect all material Patent Collateral.

(h) Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Patent Collateral except to an affiliate with prompt written notice thereof to the Lender or as otherwise permitted by the Credit Documents, or (ii) create or suffer to exist any lien upon or with respect to any Patent Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Documents.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

STACKED WINES, LLC


Name: Matthew Zimmer
Title: Manager

12/27/2012

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 27th DEC, 2012 before me,

S.L. KINGER

Notary Public

(here insert name and title of the officer)

personally appeared

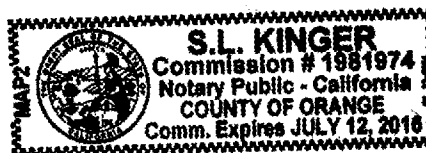
MATTHEW ZIMMER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT A

PATENTS

| Docket Number | Title | Country | | | | | Application Number | Application Date | First Filing Date |
|---------------|---|---------------------------|--|--|--|--|--------------------|------------------|-------------------|
| 14724-3 | BEVERAGE GLASS AND BEVERAGE GLASS ASSEMBLY | United States | | | | | 13/111,454 | 5/19/2011 | 5/19/2011 |
| 14724-4 | BEVERAGE GLASS AND BEVERAGE GLASS ASSEMBLY | United States | | | | | 13/474,376 | 5/17/2012 | 5/19/2011 |
| 14724-5 | BEVERAGE GLASS AND BEVERAGE GLASS ASSEMBLY | Patent Cooperation Treaty | | | | | PCT/US2012/03 8380 | 5/17/2012 | 5/19/2011 |
| 14724-7 | NO TITLE GIVEN | United States | | | | | 29/411,983 | 1/27/2012 | 1/27/2012 |
| 14724-8 | WINE GLASS CONTAINER DEVICE | United States | | | | | 29/423,578 | 6/1/2012 | 5/19/2011 |
| 14724-9 | WINE GLASS CONTAINER DEVICE ASSEMBLY WITH COVER | United States | | | | | 29/423,581 | 6/1/2012 | 5/19/2011 |
| 14724-10 | STACK OF WINE GLASS CONTAINER DEVICES | United States | | | | | 29/423,510 | 6/1/2012 | 5/19/2011 |
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| Docket Number | Title | Country | Case Type | Status | Patent Number | Filing Type | Application Number | Application Date | First Filing Date |
|---------------|------------|------------|------------|------------|---------------|-------------|--------------------|------------------|-------------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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