

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VINO.COM, L.L.C. D/B/A TOTAL BEVERAGE SOLUTION		08/31/2022	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3424 Peachtree Road NE		
Internal Address:	Floor 21		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	86879166	DEUX AMIS	
Serial Number:	85664791	RED NECTAR	
Serial Number:	86073201	LAMBICKX	
Serial Number:	85517221	BIGVINE	
Serial Number:	76610350	ALTANUTA	
Serial Number:	73735964	COLOMBO	
Serial Number:	87528242	VISION WINE & SPIRITS	
Serial Number:	87528238	VISION WINE & SPIRITS	
Serial Number:	78665075	PANNOTIA	
Serial Number:	75627124	TIZIANO	
Serial Number:	85324376	POSCA RUSTICA	
Serial Number:	78602969	BIG RED MONSTER	
Serial Number:	85953835	SKYFALL	
Serial Number:	74607651	SCARLATTA	
Serial Number:	77529895	LAMBRUCHA	
Serial Number:	87119469	GIANDUJA CHOCOLATE	
Serial Number:	77915247	RUTA 22	

OP \$615.00 86879166

Property Type	Number	Word Mark
Serial Number:	77163605	AVRIL
Serial Number:	77168426	BIGVINE
Serial Number:	75606953	CZECH REBEL BEER
Serial Number:	75606952	CZECH REBEL BEER SINCE 1333
Serial Number:	85978109	EPPA SUPRAFRUTA RED SANGRIA
Serial Number:	85159064	SUPRAFRUTA
Serial Number:	77746875	EPPA

CORRESPONDENCE DATA

Fax Number:

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.

Email: laura.o'brien@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave.

Address Line 2: 11th Floor

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	088499.01566
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	09/07/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 31, 2022, is made by and between Vino.com, L.L.C. d/b/a Total Beverage Solution ("Debtor"), having a business location at the address set forth below next to its signature, and JPMORGAN CHASE BANK, N.A. ("Lender"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Lender are parties to (i) a Credit Agreement dated as of August 31, 2022 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtor and/or its affiliates, and (ii) a Security Agreement dated as of August 31, 2022 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement").

B. As a condition to extending credit to or for the account of Debtor, Lender has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and herein, the parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Lender a continuing security interest (the "Security Interest") in the Trademark Collateral to secure the Obligations (as defined in the Credit Agreement). This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Miscellaneous.

- (a) No amendment or modification of this Agreement shall be effective unless it has

been agreed to by Lender and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Lender to exercise any right, remedy, or option under this Agreement, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Lender under this Agreement shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender shall be deemed a continuing waiver. All notices to be given to Debtor or Lender under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.


(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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

VINO.COM, L.L.C. D/B/A TOTAL BEVERAGE SOLUTION

421 Wando Park Blvd., Ste 200
Mount Pleasant, SC 29464
Attention: Sam Grizzle

By: 
Name: SAM C. GRIZZLE
Title: CHIEF FINANCIAL OFFICER

JPMORGAN CHASE BANK, N.A.

3424 Peachtree Rd NE
Atlanta, GA 30326
Attention: Christopher Rosado

By: _____
Name: _____
Title: _____

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

VINO.COM, L.L.C. D/B/A TOTAL BEVERAGE SOLUTION

421 Wando Park Blvd., Ste 200
Mount Pleasant, SC 29464
Attention: Sam Grizzle

By: _____
Name: _____
Title: _____

3424 Peachtree Rd NE
Atlanta, GA 30326
Attention: Christopher Rosado

JPMORGAN CHASE BANK, N.A.


By: 
Name: Christopher Rosado
Title: Authorized Officer

EXHIBIT A

TRADEMARK REGISTRATIONS

Citation	Mark	Filed Date	Owner	Jurisdiction
FEDTM 86879166	DEUX AMIS	April 4, 2017	VINO.COM, LLC	U.S. Federal
FEDTM 85664791	RED NECTAR	February 19, 2013	VINO.COM, LLC	U.S. Federal
FEDTM 86073201	LAMBICKX	March 4, 2014	VINO.COM, LLC	U.S. Federal
FEDTM 85517221	BIGVINE	August 28, 2012	VINO.COM, LLC	U.S. Federal
FEDTM 76610350	ALTANUTA	March 13, 2007	VINO.COM, LLC	U.S. Federal
FEDTM 73735964	COLOMBO	April 4, 1989	VINO.COM, LLC	U.S. Federal
FEDTM 87528242	VISION WINE & SPIRITS	February 27, 2018	VINO.COM, LLC	U.S. Federal
FEDTM 87528238	VISION WINE & SPIRITS	February 27, 2018	VINO.COM, LLC	U.S. Federal
FEDTM 78665075	PANNOTIA	April 17, 2007	VINO.COM, LLC	U.S. Federal
FEDTM 75627124	TIZIANO	July 23, 2002	VINO.COM, LLC	U.S. Federal
FEDTM 85324376	POSCA RUSTICA	April 17, 2012	VINO.COM, LLC	U.S. Federal
FEDTM 78602969	BIG RED MONSTER	August 26, 2008	VINO.COM, LLC	U.S. Federal
FEDTM 85953835	SKYFALL	September 9, 2014	VINO.COM, LLC	U.S. Federal
FEDTM 74607651	SCARLATTIA	October 1, 1996	VINO.COM, LLC	U.S. Federal
FEDTM 77529895	LAMBRUCHA	April 6, 2010	VINO.COM, LLC	U.S. Federal
FEDTM 87119469	GIANDUJA CHOCLOATE	August 15, 2017	VINO.COM, LLC	U.S. Federal
FEDTM 77915247	RUTA 22	March 8, 2011	VINO.COM, LLC	U.S. Federal
FEDTM 77163605	AVRIL	August 26, 2008	VINO.COM, LLC	U.S. Federal
FEDTM 77168426	BIGVINE	September 30, 2008	VINO.COM, LLC	U.S. Federal
FEDTM 75606953	CZECH REBEL BEER	July 25, 2006	VINO.COM, LLC	U.S. Federal
FEDTM 75606952	CZECH REBEL BEER SINCE 1333	June 20, 2006	VINO.COM, LLC	U.S. Federal
FEDTM 85978109	EPPIA SUPRAFRUTA RED SANGRIA	January 15, 2012	VINO.COM, LLC	U.S. Federal
FEDTM 85159064	SUPRAFRUTA	June 26, 2012	VINO.COM, LLC	U.S. Federal

FEDTM 77746875	EPPA	September 13, 2011	VINO.COM, LLC	U.S. Federal
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