

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LE REVE VENTURES, LLC		03/18/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	1200 Abernathy Road		
Internal Address:	Building 600, Suite 1700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	INC. ASSOCIATION: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85679545	FRIED CHICKEN AND CHAMPAGNE...WHY THE HE	
Serial Number:	78950165	MAX'S WINE DIVE	
Serial Number:	85679525	TTR	
Serial Number:	78761380	TTR	
Serial Number:	85679534	TTR THE TASTING ROOM WINE CAFE	
Serial Number:	86125889	FLOW	
Serial Number:	86112718	MAX'S WINE DIVE	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.364.7451		
Email:	MMMIPDocket@system.foundationip.com		
Correspondent Name:	Ziwen Zhu		
Address Line 1:	3343 Peachtree Road, NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	25618-95220		

CH \$190.00 85679545

NAME OF SUBMITTER:	Ziwen Zhu
SIGNATURE:	/Ziwen Zhu/
DATE SIGNED:	04/04/2014
Total Attachments: 6 source=Le Reve - TM Security Agreement#page1.tif source=Le Reve - TM Security Agreement#page2.tif source=Le Reve - TM Security Agreement#page3.tif source=Le Reve - TM Security Agreement#page4.tif source=Le Reve - TM Security Agreement#page5.tif source=Le Reve - TM Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 18, 2014, is made by **LE REVE VENTURES, LLC**, a Texas limited liability company (the “Grantor”), in favor of **CADENCE BANK, N.A.**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Lasco Enterprises LLC, a Texas limited liability company, The Tasting Room 1, LLC, a Texas limited liability company, The Tasting Room 4, LLC, a Texas limited liability company, Max’s Wine Dive, LLC, a Texas limited liability company, Victus Ventures, LLC, a Texas limited liability company, MWD Austin Downtown, LLC, a Texas limited liability company, MWD Quarry, LLC, a Texas limited liability company, TTR City Centre, LLC, a Texas limited liability company, Boiler House, LLC, a Texas limited liability company, The Tasting Room 5, LLC, a Texas limited liability company, MWD Dallas Uptown, LLC, a Texas limited liability company, MWD FW, LLC, a Texas limited liability company, MWD Montrose, LLC, a Texas limited liability company, MWD Atlanta, LLC, a Georgia limited liability company, MWD Denver, LLC, a Colorado limited liability company, and MWD Chicago, LLC, an Illinois limited liability company (collectively, the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor has agreed, pursuant to a Guaranty Agreement dated as of the date hereof in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to a Security Agreement dated as of the date hereof in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor has granted a Lien on all of its assets to the Administrative Agent for the benefit of the Secured Parties to secure the Grantor’s obligations under the Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make the extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of the Grantor under the Guaranty Agreement, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the 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;

(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; and

(e) all IP Ancillary Rights.

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

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

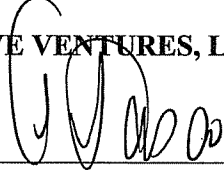
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This 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 Texas.

[SIGNATURE PAGES FOLLOW]


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

LE REVE VENTURES, LLC

By: 
Name: _____
Title: VP Legal

ACCEPTED AND AGREED
as of the date first above written:

CADENCE BANK, N.A., as Administrative
Agent

By: 
Name: Charles M. Joye III
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
FRIED CHICKEN AND CHAMPAGNE... WHY THE HELL NOT?!	85/679,545	17-Jul-2012	4,449,829	17-Dec-2013
MAX'S WINE DIVE	78/950,165	11-Aug-2006	3,309,972	09-Oct-2007
TTR	85/679,525	17-Jul-2012	4,298,180	05-Mar-2013
TTR (Design)	78/761,380	28-Nov-2005	3,314,045	16-Oct-2007
TTR THE TASTING ROOM WINE CAFE	85/679,534	17-Jul-2012	4,301,020	12-Mar-2013

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
FLOW	86/125,889	21-Nov-2013
MAX'S WINE DIVE (logo)	86/112,718	07-Nov-2013

3. IP LICENSES

None.