

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409541

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WINC, INC.	FORMERLY CLUB W, INC.	12/16/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86880466	CHOMMIE	
<b>Serial Number:</b>	86880474	CHANCHITO	
<b>Serial Number:</b>	86888088	LIVE EVERY DAY LIKE IT'S THE WKND.	
<b>Serial Number:</b>	86880483	FOLLY OF THE BEAST	
<b>Serial Number:</b>	86880489	LIKELIHOOD OF CONFUSION	
<b>Serial Number:</b>	86777932	ACE IN THE HOLE	
<b>Serial Number:</b>	86972566	DÉCLASSÉ	
<b>Serial Number:</b>	86972572	RESTLESS EARTH	
<b>Serial Number:</b>	86955273	FIELD THEORY	
<b>Serial Number:</b>	87077891	FINKE'S WIDOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		

OP \$265.00 86880466

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	12/20/2016
<b>Total Attachments: 6</b> source=Winc - A&R IPSA - executed#page1.tif source=Winc - A&R IPSA - executed#page2.tif source=Winc - A&R IPSA - executed#page3.tif source=Winc - A&R IPSA - executed#page4.tif source=Winc - A&R IPSA - executed#page5.tif source=Winc - A&R IPSA - executed#page6.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2016 (the "Agreement") between WINC, INC., a Delaware corporation formerly known as club W, Inc. ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement between Lender and Grantor dated as of October 5, 2015 and as amended from time to time (the "Loan Agreement") and that certain Intellectual Property Security Agreement dated as of October 5, 2015 (the "Original IPSA"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

This Agreement hereby amends and restates, without novation the Original IPSA.

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

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

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

**GRANTOR:**

WINC, INC.

**LENDER:**

WESTERN ALLIANCE BANK

By: 

By: \_\_\_\_\_

Name: MATT THELEN

Name: \_\_\_\_\_

Title: VP, LEGAL & COMPLIANCE

Title: \_\_\_\_\_

Address for Notices:

Address for Notices:

5340 ALLA RD, SUITE 108  
LOS ANGELES, CA 90066

55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Attn: Note Department  
Fax: (408) 282-1681

Attn: MATT THELEN



## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist 

Mark / Title:	U.S. Serial Number:	Filing Date:
FORMA DE VIDA	86613857	4/29/15
PAPER CRANE	86743824	9/1/15
IDEE FIXE	86338825	7/16/14
IF A TREE FALLS...	86616018	4/30/15
METAL MADE	86613786	4/29/15
WKND	86737779	8/26/15
COPYCAT	86591379	4/8/15
UPSWELL	86360710	8/7/14
BIG BEAT	86436693	10/28/14
ALCHYMIST NOIR	86368046	8/15/14
QUARTINO	86715728	8/5/15
ALMA LIBRE	86476133	12/10/14
#TBT	86498440	1/8/15
ATAVIST	86472347	12/5/14
AU-DELA	86707303	7/28/15
THE INDEPENDENT	86359962	8/7/14
PUFFERFISH	86472343	12/5/14
PERSONAL PROPERTY	86472334	12/5/14
RUZA	86460598	11/20/14
CHOP SHOP	86452459	11/12/14
NEW NATIVE	86452450	11/12/14
FOG LAND	86452444	11/12/14
UN PASO MAS	86452434	11/12/14
POTAGER	86416078	6/30/15
LUMINEUSE	86406410	9/25/14
KIN + COUNTRY	86368462	8/15/14
BIG FRIENDLY GRAPE	86551345	3/3/15
COWTOWN	86416060	10/6/14
SUPERCLUSTER	86409040	9/29/14
PRETTY YOUNG THING	86409036	9/29/14
PACIFICANA	86407349	9/26/14
A SMILE AND A WINK	86406404	9/25/14
PRISMUS	86406390	9/25/14
LAUGHING OWL	86508952	1/20/15
ENDGAME	86506170	1/16/15
LA MULETA	86501354	1/12/15
LITTLE SUR	86357089	8/4/14
CASA DE LILA	86357081	8/4/14
L'ATELIER DU SUD	86341491	7/18/14
SUMMER WATER	86567030	3/17/15
FACEPALM	86551349	3/3/15
THE BLUFFER	86530677	3/22/16
SALIENT	86340846	6/2/15
CHOMMIE	86880466	1/20/16
CHANCHITO	86880474	1/20/16
LIVE EVERY DAY LIKE IT'S THE WEEKEND	86888088	1/27/16

Mark / Title:	U.S. Serial Number:	Filing Date:
AIRFALL	86340843	7/17/14
QUESTO QUELLO	86493614	12/31/14
RAP	86498895	1/8/15
UNDERCARD	86498870	1/8/15
WILHELMINA	86498857	1/8/15
ZWICKER	86493625	12/31/14
WONDERFUL WINE CO	86320375	6/25/14
HONEY BEAST	86613826	4/29/15
SO THIS HAPPENED ...	86357085	8/4/14
FUNK ZONE	86357077	8/4/14
STEEL KITTEN	86451484	11/11/14
DIME	86463783	11/24/14
ASH & IVORY	86463780	11/24/14
LE FERMIER	86359952	8/7/14
VILLE BASSE	86359936	8/7/14
RANDOM ACTS OF WINENESS	86318022	6/23/14
COQUINE	86340848	7/17/14
LOVES ME NOT	86359949	8/7/14
BRETHREN OF THE ROAD	86152127	12/24/13
WINC	86316367	6/20/14
AKOYA	86340844	7/17/14
ONE FROM THE QUIVER	86320640	6/25/14
FULL SLEEVE	86338807	7/16/14
BONDSMAN	86406394	9/25/14
PORTER & PLOT	86109443	11/4/13
BONATTI	86498885	1/8/15
PREGAME	86340852	7/17/14
CLUB W	85349102	6/17/11
FOLLY OF THE BEAST	86880483	1/20/16
LIKELIHOOD OF CONFUSION	86880489	1/20/16
ACE IN THE HOLE	86777932	1/20/16
DECLASSE	86972566	4/12/16
RESTLESS EARTH	86972572	1/20/16
FIELD THEORY	86955273	3/28/16
FINKE'S WIDOW	87077891	6/20/16

