

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release (2LTL)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Collateral Agent		04/30/2019	Bank: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boston Wine Company, Ltd.		
<b>Street Address:</b>	75 Chestnut Ridge Road		
<b>City:</b>	Montvale		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07645		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2720490	BOSTON WINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1076724 2L TERM & REL		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		
<b>DATE SIGNED:</b>	05/01/2019		
<b>Total Attachments: 4</b>			
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source=#91999167v1 - (Meritage - Trademark Release - 2019 Asset Sale (2LTL))#page3.tif			
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OP \$40.00 2720490



**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK COLLATERAL**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Termination and Release"), is entered into as of April 30, 2019 by **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (as defined in the Trademark Security Agreement referred to below) (in such capacity, the "Agent") in connection with the grant of security interests in certain trademarks by the Grantor party to the Trademark Security Agreement referred to below (the "Assignor"), in favor of the Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in (i) the Second Lien Term Loan Security Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among Winebow Holdings, Inc. ("Winebow"), The Vintner Group, Inc. ("Vintner"), The Winebow Group, LLC ("Holdings"), Boston Wine Company, Ltd., the Subsidiary Guarantors party thereto from time to time and the Agent or (ii) the Second Lien Term Loan Credit Agreement, dated as of July 1, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time), among Winebow, Vintner, Holdings, the lenders party thereto from time to time and the Agent, as applicable.

WITNESSETH:

WHEREAS, the Assignor entered into an agreement with the Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2014 (the "Trademark Security Agreement") for the purpose of providing certain Trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Liens on and security interests in the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, means the Trademark listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Trademark Collateral to the Assignor.

3. Further Assurances. The Agent shall, at the Assignor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Assignor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Assignor to more fully and effectively effectuate the purposes of this Termination and Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its respective officer thereunto duly authorized as of the day and year first above written.

**BANK OF AMERICA, N.A.,**  
as Agent

By: Melissa Mullis  
Name: Melissa Mullis  
Title: Assistant Vice President

**SCHEDULE A**

<b>Trademark</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
Boston Wine Serial #76/229969	2720490	June 3, 2003