

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRI-VIN IMPORTS, INC.		03/02/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Bryant Park		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5718022	BRING YOUR WINE TO LIFE	
Registration Number:	5402498	QUE VIDA	
Registration Number:	4354973	SWEET CAT	
Registration Number:	4188129	DRESS UP FOR SOMETHING DIFFERENT	
Registration Number:	4122995	TUSSOCK JUMPER	
Registration Number:	4080830	BOURRASQUE	
Registration Number:	4007367	VINA PALACIEGA	
Registration Number:	3780764	COVALLI	
Registration Number:	3780763	TUTELA	
Registration Number:	3102291	WEREWOLF	
Registration Number:	2839110	FIRST RUN	
Registration Number:	2827475	CINTA	
Registration Number:	5366454	KIAORA	
Registration Number:	5366453	KIAORA	
Registration Number:	5342440	KIAORA	
Registration Number:	5352149		
Serial Number:	88626670	SILENT OAK	
Serial Number:	88574121	SPONGE CAKE	

OP \$465.00 5718022

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Ted.mulligan@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Andrew Frank Garcia
SIGNATURE:	/Andrew Frank Garcia/
DATE SIGNED:	07/14/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of March 2, 2020, is made by **TRI-VIN IMPORTS, INC.**, a New York corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

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

TRI-VIN IMPORTS, INC., as Grantor

By:  _____

Name: Marc Oliveira

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006998 FRAME: 0033

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A. ,
as Lender

By: _____

Name: _____

Title: _____

Signature
Secretary
SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
BRING YOUR WINE TO LIFE	Tri-Vin Imports, Inc.	Registered	5718022	April 2, 2019
QUE VIDA	Tri-Vin Imports, Inc.	Registered	5402498	February 13, 2018
SWEET CAT	Tri-Vin Imports, Inc.	Registered	4354973	June 18, 2013
DRESS UP FOR SOMETHING DIFFERENT	Tri-Vin Imports, Inc.	Registered	4188129	August 7, 2012
TUSSOCK JUMPER	Tri-Vin Imports, Inc.	Registered	4122995	April 3, 2012
BOURRASQUE	Tri-Vin Imports, Inc.	Registered	4080830	January 3, 2012
VINA PALACIEGA	Tri-Vin Imports, Inc.	Registered	4007367	August 2, 2011
COVALLI	Tri-Vin Imports, Inc.	Registered	3780764	April 27, 2010
TUTELA	Tri-Vin Imports, Inc.	Registered	3780763	April 27, 2010
WEREWOLF	Tri-Vin Imports, Inc.	Registered	3102291	June 6, 2006
FIRST RUN	Tri-Vin Imports, Inc.	Registered	2839110	May 4, 2004
CINTA	Tri-Vin Imports, Inc.	Registered	2827475	March 30, 2004
SPONGE CAKE	Tri-Vin Imports, Inc.	Pending	Serial No. 88574121	Application filed August 10, 2019
SILENT OAK	Tri-Vin Imports, Inc.	Pending	Serial No. 88626670	Application filed September 23, 2019
KIAORA	Tri-Vin Imports, Inc. & Kia Ora Wines Link Wines and Spirits, LLC	Registered	5366454	December 26, 2017
KIAORA	Tri-Vin Imports, Inc. & Kia Ora Wines Link Wines and Spirits, LLC	Registered	5366453	December 26, 2017
KIAORA	Tri-Vin Imports, Inc. & Kia Ora Wines Link Wines and Spirits, LLC	Registered	5342440	November 21, 2017
Kiaora design	Tri-Vin Imports, Inc.	Registered	5352149	December 5, 2017

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	& Kia Ora Wines Link Wines and Spirits, LLC			