

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOSTON WINE COMPANY, LTD.		04/12/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2720490	BOSTON WINE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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>			
Phone:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	04/13/2021		
Total Attachments: 5			
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CH \$40.00 2720490

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

April 12, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (the "Grantor"), hereby grants (this "Grant") to CITIZENS BANK, N.A., as bank (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second Amended and Restated Credit Agreement by, among others, the Grantor and the Grantee, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern. Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such term in the Credit Agreement.


THIS GRANT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

This Grant 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 of this Grant by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Grant.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
date hereof.

BOSTON WINE COMPANY, LTD., as Grantor

By: 
Name: Douglas Shaw
Title: Treasurer

[M.S. Walker - Signature Page to Grant of Security Interest in United States Trademarks]

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TRADEMARK
REEL: 007253 FRAME: 0470

CITIZENS BANK, N.A., as Grantee

By: *peter yelle*

Name: Peter Yelle

Title: VP

Schedule A¹

Owner	TM	App. No	Reg. No	Reg. Date	TM Status
Boston Wine Company, Ltd.	BOSTON WINE	76229969	2720490	March 23, 2001	Renewed

DB1/ 103393283.3