

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXTERRA WINE COMPANY, LLC		12/16/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn Street, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6048738	NEXTERRA WINE COMPANY	
Registration Number:	6047472	NEXTERRA WINE CO.	
Serial Number:	90882132	99 OAKS	
Serial Number:	90882215	NINETY NINE OAKS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-655-3328		
Email:	serratelli@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Attn: Catherine Serratelli		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Catherine Serratelli		
SIGNATURE:	/Catherine Serratelli/		
DATE SIGNED:	12/17/2022		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NEXTERRA WINE COMPANY, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 16, 2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 10 South Dearborn Street, 22nd Floor

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto

B. Trademark Registration No.(s) _____

See Schedule A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Catherine Serratelli

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: 212 655 3328

Docket Number: _____

Email Address: serratelli@chapman.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Catherine Serratelli
Signature

12/16/2022

Date

Catherine Serratelli

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK COLLATERAL AGREEMENT

This 16th day of December, 2022, NEXTERRA WINE COMPANY, LLC, an Illinois limited liability company ("Grantor") with its principal place of business and mailing address at 1901 Butterfield Road, Suite 900, Downers Grove, Illinois 60515, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to JPMORGAN CHASE BANK, N.A., with its mailing address at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois 60603, and its successors and assigns ("Lender"), and grants to Lender a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Security Agreement bearing even date herewith by and among Grantor, the other parties from time to time party thereto, and Lender, as the same may be amended, modified, or restated from time to time (the "Security Agreement"). Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Grantor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which


are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTERRA WINE COMPANY, LLC

By 
Name Timothy Young
Title Vice President and Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title: Authorized Officer

[Signature Page to Trademark Collateral Agreement]

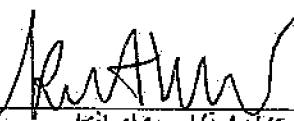
IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEXTERRA WINE COMPANY, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By  _____
Name Kirsten Viduka
Title: Authorized Officer

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

Trademark	Registration Date	Registration Number
Nexterra Wine Company (Standard Character Wordmark)	5/5/2020	6048738
Nexterra Wine Company (Stylized Design Logo)	5/5/2020	6047472

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
99 Oaks (Standard Character Wordmark)	8/13/2021	90882132
Ninety Nine Oaks (Standard Character Wordmark)	8/13/2021	90882215