

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420080

<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>
ZONIN U.S.A., INC.		03/17/2017	Corporation: NEW YORK
BARBOURSVILLE WINERY, INC.		03/17/2017	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn St, 22nd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4887681	FROM ITALY WITH LOVE	
<b>Registration Number:</b>	4887680	FROM ITALY WITH LOVE	
<b>Registration Number:</b>	4476793	ENJOY THE SIMPLE MOMENTS OF LIFE	
<b>Registration Number:</b>	3304301	IPERION	
<b>Registration Number:</b>	4700913	AN ESTATE OF WINE	
<b>Registration Number:</b>	4619408	BARBOURSVILLE	
<b>Registration Number:</b>	4618870	PAXXITO	
<b>Registration Number:</b>	2969602	OCTAGON	
<b>Registration Number:</b>	2156790	BARBOURSVILLE VINEYARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		

OP \$240.00 4887681

<b>Address Line 4:</b>	Chicago, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	1075.275
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	03/17/2017
<b>Total Attachments: 5</b> source=Zonin Trademark Security Agreement#page1.tif source=Zonin Trademark Security Agreement#page2.tif source=Zonin Trademark Security Agreement#page3.tif source=Zonin Trademark Security Agreement#page4.tif source=Zonin Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of March 17, 2017 by ZONIN U.S.A., INC., a New York corporation ("Zonin"), BARBOURSVILLE WINERY, INC., a Virginia corporation ("Barboursville"; together with Zonin, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Lender ("Lender").

### WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of March 17, 2017, by and among the Grantors, the other Loan Parties party thereto and Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lender has agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of March 17, 2017 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Lender, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Security Agreement: Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Lender, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all United States trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided that, notwithstanding any other provision set forth herein, this Agreement shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Lender and shall be included in the Trademark Collateral.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

**GRANTORS:**

**ZONIN U.S.A., INC.**

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

Name: Luca Paschina

Title: Executive Vice President and Treasurer

**BARBOURSVILLE WINERY, INC.**

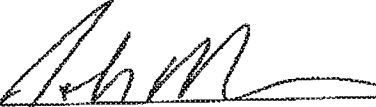
By:  \_\_\_\_\_

Name: Luca Paschina

Title: Treasurer

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Lender

By:   
Name: JOHN MULRONEY  
Title: AUTHORIZED SIGNER

**SCHEDULE A**

**TRADEMARKS**

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
Zonin U.S.A. Inc.	FROM ITALY WITH LOVE	Registered	86403889	4887681	01/19/16
Zonin U.S.A. Inc.	FROM ITALY WITH LOVE	Registered	86403857	4887680	01/19/16
Zonin U.S.A. Inc.	ENJOY THE SIMPLE MOMENTS OF LIFE	Registered	85704548	4476793	02/04/14
Zonin U.S.A. Inc.	IPERION	Registered	78790002	3304301	10/02/07
Barboursville Winery, Inc.	AN ESTATE OF WINE	Registered	86122339	4700913	03/10/15
Barboursville Winery Inc.	BARBOURSVILLE	Registered	85832748	4619408	10/14/14
Barboursville Winery Inc.	PAXXITO	Registered	85682886	4618870	10/07/14
Barboursville Winery Inc.	OCTAGON	Registered	76594527	2969602	07/19/05
Barboursville Winery Inc.	BARBOURSVILLE VINEYARDS	Registered	75286130	2156790	05/12/98

**TRADEMARK APPLICATIONS**

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
Zonin U.S.A., Inc.	HELLO SWEET LIFE	Pending – Application filed 08/11/16	87135032	N/A	N/A
Zonin U.S.A., Inc.	THE SWEET LIFE	Pending – Application filed 08/11/16	87135045	N/A	N/A