

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512906

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Integrated Beverage Group LLC		02/25/2019	Corporation: DELAWARE
Nexus Brands, LLC		02/25/2019	Limited Liability Company: COLORADO
Stone Wolf Vineyards LLC		02/25/2019	Limited Liability Company: OREGON

**RECEIVING PARTY DATA**

<b>Name:</b>	Live Oak Banking Company
<b>Street Address:</b>	100 B Street, Suite 100
<b>City:</b>	Santa Rosa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95401
<b>Entity Type:</b>	Corporation: NORTH CAROLINA

**PROPERTY NUMBERS Total: 62**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5354312	INTEGRATED BEVERAGE GROUP
<b>Registration Number:</b>	5171462	REPLICA
<b>Registration Number:</b>	5109933	IBG
<b>Registration Number:</b>	5365729	SWING SET
<b>Registration Number:</b>	5075216	EMBELLISH
<b>Registration Number:</b>	5197002	LABEL ENVY
<b>Registration Number:</b>	5070229	RETROFIT
<b>Registration Number:</b>	5070228	PICKPOCKET
<b>Registration Number:</b>	5111188	MISBEHAVED
<b>Registration Number:</b>	5177719	KNOCKOFF
<b>Registration Number:</b>	5111181	JUST RIGHT
<b>Registration Number:</b>	5177715	STOLEN IDENTITY
<b>Registration Number:</b>	4995108	REPLICA RECOMMENDATION ENGINE
<b>Registration Number:</b>	5000038	REPLICA
<b>Registration Number:</b>	5028456	REPLICA

OP \$1565.00 5354312

Property Type	Number	Word Mark
Registration Number:	4974947	REPLICA
Registration Number:	4871214	REPLICA
Registration Number:	4530968	COPY CAT
Registration Number:	4354781	REAPER
Registration Number:	4487788	MAGNESS
Registration Number:	3428966	MAGNESS
Registration Number:	4048314	NEXUS WINES
Registration Number:	4206906	MERCATTO
Registration Number:	3981706	BIRDS OF PREY
Registration Number:	3309910	INSATIABLE
Registration Number:	4071113	MILE HIGH
Registration Number:	3990629	POSH
Registration Number:	3742235	RESERVE LA JARDINIERE
Registration Number:	3776148	LA TUA
Registration Number:	3716781	SONNET
Registration Number:	3706844	BELLA DONNA
Registration Number:	3825722	SEA MIST
Registration Number:	3568557	IL MURETTO
Registration Number:	3467756	
Registration Number:	3462207	ZAMBA
Registration Number:	3719175	NEBULA
Registration Number:	3588380	CHIME
Registration Number:	3541444	RAIA
Registration Number:	3667286	SUNFLOWER
Registration Number:	3502787	CARA MIA
Registration Number:	3450707	IDYLLIC
Registration Number:	3370112	ZAMBA
Registration Number:	3353145	CHESSMAN VINEYARDS
Registration Number:	3363044	CABLE CAR
Registration Number:	3606530	SULTRY
Registration Number:	3353134	FRENCH PRESS
Registration Number:	3353121	ZINSATIONAL
Registration Number:	5335026	THE GREAT OREGON WINE COMPANY EST. 1998
Registration Number:	5203864	THE GREAT OREGON WINE COMPANY
Registration Number:	4014184	THE GREAT OREGON WINE COMPANY
Registration Number:	4165994	ROSE CITY
Registration Number:	2292867	STONE WOLF VINEYARDS
Registration Number:	2409319	STONE WOLF VINEYARDS

Property Type	Number	Word Mark
Registration Number:	1818552	DUCK POND
Registration Number:	2221964	POND CELLARS
Registration Number:	2422529	
Registration Number:	2374286	DUCK POND
Registration Number:	2598315	
Registration Number:	2502508	
Registration Number:	2649287	
Registration Number:	4695997	
Registration Number:	4696000	

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 707-526-4200  
**Email:** trademarks@cmprlaw.com  
**Correspondent Name:** Henry Loh  
**Address Line 1:** 100 B Street, Suite 400  
**Address Line 2:** Carl Mackie Power & Ross LLP  
**Address Line 4:** Santa Rosa, CALIFORNIA 95401

<b>ATTORNEY DOCKET NUMBER:</b>	3768.0002
<b>NAME OF SUBMITTER:</b>	Henry Loh II
<b>SIGNATURE:</b>	/Henry Loh II/
<b>DATE SIGNED:</b>	03/05/2019

**Total Attachments: 17**

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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of ~~February 1, 2019~~, 2019, by and between Integrated Beverage Group LLC, a Delaware limited liability company; Nexus Brands, LLC, a Colorado limited liability company; and Stone Wolf Vineyards LLC, an Oregon limited liability company (hereinafter, collectively, jointly and severally, referred to as “**Grantor**”); and Live Oak Banking Company, a North Carolina banking corporation (“**Lender**”).

**RECITALS**

A. Grantor and Lender are parties to that certain Intellectual Property Security Agreement dated September 14, 2017 (“**Original Agreement**”).

B. Grantor and Lender desire to amend and restate the Original Agreement in accordance with this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Obligations (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations, Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under any and all intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations, domain names and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto and incorporated hereby (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and incorporated hereby (collectively, the “**Patents**”);

(e) Any trademark, service mark, and trade name, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto and incorporated hereby (collectively, the "Trademarks");

(f) All labels and applications, rights and approvals therefor, including without limitation those set forth on Exhibit D attached hereto and incorporated hereby (collectively, the "Labels");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Labels and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents, Trademarks or Labels;

(j) All customer lists; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Obligations Secured. The "Obligations" secured by the Intellectual Property Collateral consist of all present and future loans, liabilities, obligations, and indebtedness at any time owing by any Grantor to Lender (including, without limitation the Accounts Receivable and Inventory Finance and Security Agreement between Grantor and Lender of even date herewith ("Finance Agreement"), the Loan Agreement between Grantor and Lender of even date herewith ("Loan Agreement"), and any other agreement or document evidencing, securing, guarantying or otherwise relating to the Finance Agreement or Loan Agreement (individually and collectively, "Loan Document(s)"), absolute or contingent, due or to become due, including, without limitation, all interest, charges, expense, fees, attorneys' fees (including attorneys' fees and expenses incurred in bankruptcy), expert witness fees and expenses, fees and expenses of consultants (such attorney's fees, expert witness fees and expenses and fees and expenses of consultants, "Legal Expenses"), audit fees, collateral monitoring fees, and any other sums chargeable to Grantor under this Agreement or under any other present or future instrument or agreement between Grantor and Lender.

3. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, as applicable.

4. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Each Grantor is a limited liability company, organized and validly existing under the laws of the state indicated in the introductory paragraph of this Agreement. Grantor's exact legal names are as written in the introductory paragraph of this Agreement and on the signature pages hereof. Grantor has not changed its legal name or jurisdiction of organization at any time within the five years prior to the date of this Agreement.

(b) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(c) Performance of this Agreement does not conflict with or result in a breach of any Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes a security interest.

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business.

(e) In each state in which Grantor does business, it is duly formed or registered, properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.

(f) This Agreement does not conflict with any law, agreement, or obligation by which Grantor is bound.

(g) There is no lawsuit, tax claim or other dispute pending or, to the actual knowledge of Grantor, threatened against Grantor which affect the Intellectual Property Collateral.

(h) Grantor shall satisfy any judgment against or decision binding upon Grantor, including property tax liens, within thirty (30) days; however, Grantor is permitted to dispute any such judgment or decision provided that (i) such dispute is in good faith provided that it provides Lender evidence that it is capable of satisfying such judgment or decision and diligently pursues such dispute until final resolution.

(i) Grantor currently maintain and will continue to maintain such insurance as is commercially reasonable and usual for Grantor's business, including ownership and operation of the Intellectual Property Collateral.

(j) Each of the Patents listed on Exhibit B, if any, is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

(k) Exhibit A is a full, complete and accurate list of all registered Copyrights of Grantor.

(l) Exhibit B is a full, complete and accurate list of all Patents of Grantor.

(m) Exhibit C is a full, complete and accurate list of all Trademarks of Grantor registered with the United States Patent and Trademark Office.

(n) Exhibit D is a full, complete and accurate list of all Labels of Grantor approved by the United States Alcohol and Tobacco Tax and Trade Bureau and/or the California Department of Alcoholic Beverage Control.

(o) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Copyrights, Patents, Trademarks or Labels specified in this Agreement.

(p) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents, Trademarks or Labels, (ii) promptly advise Lender in writing of material infringements detected and (iii) not allow any Copyrights, Patents, Trademarks or Labels to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld; provided, however, Grantor may at any time, with notice to Lender, abandon any Copyrights, Patents, Trademarks or Labels if it determines that reasonable business practices suggest that abandonment is appropriate.

(q) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral.

(r) Except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, as applicable, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.

(s) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(t) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way

prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(u) Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(v) To not allow any other lien against the Intellectual Property Collateral without the written consent of Lender, which may be withheld in its sole and absolute discretion.

5. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours, any and all locations that contain any goods, inventory or other property utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

7. Further Assurances; Attorney in Fact. Grantor represents and warrants and covenants that Lender now has, and will continue to have, a first priority perfected and enforceable security interest in all of the Intellectual Property Collateral. Grantor will at all times defend Lender and the Intellectual Property Collateral against all claims of others and do all acts necessary or desirable to create, maintain, and perfect Lender's first priority security interest in the Intellectual Property Collateral. Without limiting the foregoing:

(a) Grantor hereby authorizes Lender to file, or record, as the case may be, without Grantor's signature, one or more financing statements with respect to the Intellectual Property Collateral. Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Grantor approves, authorizes and ratifies any filings or recordings made by or on behalf of Lender, which are completed in good faith and in accordance with this Agreement in connection with the perfection and continuation of Lender's security interest with respect to the Intellectual Property Collateral.

(b) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of



Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Grantor acknowledges and agrees that it is not authorized to, and will not file financing statements or other filing or recording documents with respect to the Intellectual Property Collateral and Lender's security interest in the Intellectual Property Collateral (including any amendments thereto, or continuation or termination statements thereof), without the express prior written approval of Lender, consenting to the form and substance of such financing statement or other filing or recording documents.

8. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) Grantor shall fail to pay when due any amount owed to Lender or any third party pursuant to the Loan Documents, this Agreement, or any other instrument evidencing, securing or relating to the Obligations;

(b) Any breach by Grantor in the full and timely performance of any other covenant, condition, agreement, obligation or warranty of Grantor contained in this Agreement, which breach is capable of being remedied by Grantor and continues after written notice from Grantor or Lender for a period of ten (10) days;

(c) Any breach by Grantor in the full and timely performance of any covenant, condition, agreement, obligation or warranty of Grantor contained in this Agreement, which breach, by its nature, Grantor is incapable of remedying;

(d) An "Event of Default" occurs under any other Loan Document or Grantor materially breaches any provision of any other Loan Document and such breach is not cured within the time, if any, for cure provided in such Loan Document;

(e) Grantor, or any party which may be liable upon the Obligations, by guaranty, execution of or joinder to the Loan Documents, assumption, endorsement or otherwise (a "Guarantor"), shall: (A) voluntarily be adjudicated as bankrupt or insolvent, (B) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (C) file a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other competent jurisdiction, (D) make a general assignment for the benefit of creditors, or (E) admit in writing its inability to pay its debts as they become due;

(f) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Grantor or any Guarantor, as the case may be, a receiver or trustee for all or any part of its property or shall enter an order for relief or approve a petition filed against Grantor or any Guarantor under the bankruptcy or similar laws of the United States or any state or other competent jurisdiction, and such order, judgment or decree shall remain in force undischarged or unstayed for a period of thirty (30) days; Any warranty or representation

in any Loan Document (including, without limitation or in any writing delivered to Lender is untrue or inaccurate in any material respect;

(g) Any guaranty of the Obligations ceases for any reason to be in full force, or any guarantor fails to perform any obligation thereunder;

(h) One or more money judgments in the aggregate of at least \$100,000 are rendered against Grantor and remain unsatisfied or unstayed for a period of thirty (30) days; or

(i) There (A) occurs any material adverse change in the business, operations or conditions (financial or otherwise) of Grantor, or (B) is a material impairment of the prospect of repayment of any portion of the obligations, or (C) is a material impairment of the value, attachment, perfection or priority of Lender's interest in the Intellectual Property Collateral.

9. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a Lender under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks or Labels to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

10. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this Agreement or otherwise (including without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

11. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Joint and Several. The obligations of Grantor hereunder shall be joint and several.

13. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

14. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that the disclosure of this information may be made (i) to the affiliates of the Lender, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Lender.

17. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

18. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

20. Choice of Law. All issues arising under or related to this Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of Delaware. If any Grantor is located in a state different than Delaware, Lender shall be entitled to apply the internal laws of the State in which any Grantor is located if such laws are more favorable with respect to any of Lender's rights or responsibilities under this Agreement.

21. Jury Trial Waiver. **THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

22. Notices. Notices given hereunder shall be delivered pursuant to the Finance Agreement.

23. Venue; Jurisdiction; Service of Process.

(a) Any suit, action or proceeding arising hereunder shall, at Lender's sole and exclusive discretion, be only instituted or maintained in any court sitting in the State of North Carolina and in the county in which Lender's chief executive office is located (the "Acceptable Forum"). Grantor agrees that the Acceptable Forum is convenient to it, and submits to the jurisdiction of the Acceptable Forum and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Grantor waives any right to oppose any motion or application made by Lender as a consequence of such proceeding having been commenced in a forum other than an Acceptable Forum and any suit, action or proceeding initiated by Grantor outside the Acceptable Forum or request to transfer any suit, action or proceeding from the Acceptable Forum shall constitute an independent breach of this Agreement.

(b) Grantor agrees that Lender may effect service of process upon Grantor by regular mail at the address set forth herein or at such other address as may be reflected in the records of Lender, or at the option of Lender by service upon Grantor's agent for the service of process.


24. Original Agreement. The Original Agreement is hereby amended and restated in its entirety.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

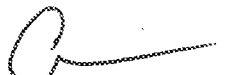
GRANTOR:

INTEGRATED BEVERAGE GROUP LLC,  
a Delaware limited liability company

By:   
Ari Walker, Chief Executive Officer


NEXUS BRANDS, LLC,  
a Colorado limited liability company

By: INTEGRATED BEVERAGE GROUP LLC,  
a Delaware limited liability company, Member

By:   
Ari Walker, Chief Executive Officer

STONE WOLF VINEYARDS LLC,  
an Oregon limited liability company

By: INTEGRATED BEVERAGE GROUP LLC,  
a Delaware limited liability company, Member

By:   
Ari Walker, Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LENDER:

LIVE OAK BANKING COMPANY,  
a North Carolina banking corporation


By:   
Name: KELLY DYKES  
Title: Sr. Loan Closing Specialist

EXHIBIT A

COPYRIGHTS

Any and all registered and unregistered copyrights in all copyrightable (1) label designs listed in Exhibit D, and for all products associated with the products set forth in Exhibit C; (2) product descriptions; (3) text and graphics appearing on the website(s) listed below; and (4) the domain name and the website located at that addresses listed below.

Websites and web addresses:

1. <http://integratedbev.com/>
2. <https://www.nexuswines.com/>

Copyrights registered with the Register of Copyrights:

1. None.

EXHIBIT B

PATENTS

None.



EXHIBIT C

TRADEMARKS

Owned by Nexus Brands, LLC:

Docket No. 1013	Trademark	Application Number	Registration Number	Regist. Date	Open		Renewed
					Sct 8&15 Window Opens	Sct 8&9 Window Opens	20 Year Renewal Opens
100	INSATIABLE	78930931	3309910	10/9/2007	10/9/12	10/9/16	10/9/26
103	ZINSATIONAL	77071995	3353121	12/11/2007	12/11/12	12/11/16	12/11/26
104	FRENCH PRESS	77094226	3353134	12/11/2007	12/11/12	12/11/16	12/11/26
108	SULTRY	77125231	3606530	4/14/2009	4/14/14	4/14/18	4/14/28
109	ZAMBA	77134208	3370112	1/15/2008	1/15/13	1/15/17	1/15/27
111	CABLE CAR	77129975	3363044	1/1/2008	1/1/13	1/1/17	1/1/27
112	CHESSMAN VINEYARDS	77129982	3353145	12/11/2007	12/11/12	12/11/16	12/11/26
123	IDYLLIC	77260930	3450707	2/17/2008	2/17/13	2/17/17	2/17/27
124	CARA MIA (mybelov	77268741	3502787	9/16/2008	9/16/13	9/16/17	9/16/27
128	SUNFLOWER	77301635	3667286	8/11/2009	8/11/14	8/11/18	8/11/28
129	RAIA	77324066	3541444	12/2/2008	12/2/13	12/2/17	12/2/27
131	CHIME	77326136	3588380	3/10/2009	3/10/14	3/10/18	3/10/28
134	MAGNESS (Supplem	77326153	3428966	5/13/2008	5/13/13	5/13/17	5/13/27
136	NEBULA	77339222	3719175	12/1/2009	12/1/14	12/1/18	12/1/28
138	ZAMBA	77377811	3462207	7/8/2008	7/8/13	7/8/17	7/8/27
147	IL MURETTO	77470798	3568557	1/27/2009	1/27/14	1/27/18	1/27/28
154	SEA MIST	77534434	3825722	7/27/2010	7/27/15	7/27/19	7/27/29
165	LA TUA	77719668	3776148	4/13/2010	4/13/15	4/13/19	4/13/29
166	BELLA DONNA	77652921	3706844	11/3/2009	11/3/14	11/3/18	11/3/28
167	SONNET	77652922	3716781	11/24/2009	11/24/14	11/24/18	11/24/28
169	RESERVE LA JARDIN	77765330	3742235	1/26/2010	1/26/15	1/26/19	1/26/29
171	POSH	77805926	3990629	7/5/2011	7/5/16	7/5/20	7/5/30
175	MILE HIGH	77852397	4071113	12/13/2011	12/13/16	12/13/20	12/13/30
182	BIRDS OF PREY	85221767	3981706	6/21/2011	6/21/16	6/21/20	6/21/30
183	NEXUS WINES	85250345	4048314	11/1/2011	11/1/16	11/1/20	11/1/30
187	REAPER	85468623	4354781	6/18/2013	6/18/18	6/18/22	6/18/32
188	MAGNESS(2f)	85969656	4487788	2/25/2014	2/25/19	2/25/23	2/25/33
190	CHIME (Canada)	1753566	Pending				

Owned by Integrated Beverage Group LLC ("IBG")  
and Stone Wolf Vineyards LLC ("Stone Wolf"):

Docket No.	Trademark	Application Number	Registration Number	Regist. Date	Last Action	Notes	Open	Filed	20 Year Renewal	Owned by
							Opens	Opens		
2165-106	COFY CAT	86/018,865	4530968	5/13/14	Registered		5/13/19	5/13/23	5/13/33	IBG
122	REPLICA	86/130,684	4871214	12/15/15	Registered		12/15/20	12/15/28	12/15/34	IBG
177	REPLICA Class 33 database	86/716,343	4974947	6/7/2016	Registered		6/7/21	6/7/25	6/7/35	IBG
128	REPLICA Class 33 product suggest	86/734,870	5009038	7/12/2016	Registered		7/12/21	7/12/25	7/12/35	IBG
129	Replica and Design for Wine	86/732,384	5028456	8/13/2016	Registered		8/13/21	8/13/25	8/13/35	IBG
178CA	REPLICA (Canada)	1751230		2/15/2017	Registered		Canada renewal due in 2032			IBG
178	Replica Recommendation Engine	86/839,459	4995108	7/5/2016	Registered		7/5/21	7/5/25	7/5/35	IBG
180	The RASCAL TM license		3778333		The RASCAL Trademark is licensed from Mush Hamilton					Stone Wolf
181	STONE WOLF VINEYARDS Class 25, 33		2409319	11/28/00	Registered		11/28/05	11/28/08	11/28/19	Stone Wolf
182	STONE WOLF VINEYARDS Class 33		2730887	13/16/99	Registered		13/16/04	13/16/08	13/16/08	Stone Wolf
183	THE GREAT OREGON WINE COM	85267651	4014184	8/16/11	Registered		8/16/16	8/16/20	8/16/30	Stone Wolf
184	ROSE CITY	85267621	4165994	6/26/12	Registered		6/26/17	6/26/21	6/26/31	Stone Wolf
2165-208	STONE IDENTITY	86887421	5177715	4/4/2017	Registered		4/4/22	4/4/26		IBG
2165-211	JUST RIGHT	86887126	5111181	12/17/2016	Registered		12/17/21	12/17/25		IBG
2165-217	MISBEHAVED	86887823	5133189	12/22/2016	Registered		12/22/21	12/22/25		IBG
2165-218	KNECKROFF	86887919	5177719	4/4/2017	Registered		4/4/22	4/4/26		IBG
2165-221	PICKPOCKET	86958608	5070228	10/25/16	Registered		10/25/21	10/25/25		IBG
2165-222	REYNOLD	86958660	5070129	10/25/16	Registered		10/25/21	10/25/25		IBG
2165-223	LABEL ENVY	86958613	5197002	5/2/17	Registered		5/2/22	5/2/26		IBG
2165-224	EMBELLISH	86958623	5075216	11/1/16	Registered		11/1/21	11/1/25		IBG
2165-254	SWING SET	87/032,930	5365729	12/26/17	Registered		12/26/22	12/26/26		IBG
2165-256	Replica and Design (June 2018)	87/154,013	5171462	3/28/2017	Registered		3/28/22	3/28/26		IBG
2165-257	IBG and Design	87/114,885	5169923	12/27/2016	Registered		12/27/21	12/27/25		IBG
2165-260	THE GREAT OREGON WINE COM	87/183,596	5203864	5/16/2017	Registered		5/16/22	5/16/26		Stone Wolf
2165-262	STONEWOLF New Logo	87/415,236	5385026	11/14/17	Registered		11/14/22	11/14/26		Stone Wolf
2165-263	INTEGRATED BEVERAGE GROUP	87/432,308	5354312	12/12/17	Registered		12/12/22	12/12/26		IBG
2165-266	SYNONYM	87/593,611			Notice of Allowance	Response due by:	3/6/19			IBG
2165-269	FARM WISE	87/640,940			Notice of Allowance	Response due by:	3/13/19			IBG
271MX	REPLICA SANGAVE - Mexico				Registered		circa June, 2027			IBG
2165-272	VITAL VINE	87/777,016			Notice of Allowance	Response due by:	2/14/2019			IBG
2165-274	LIFEVINE	87/796,834			Notice of Allowance	Response due by:	2/14/2019			IBG
2165-275	The Wine That Loves You Back	87/857,881			Notice of Allowance	Response due by:	2/14/2019			IBG
2165-278	DUCK POND class 33 USA		1818552	1/25/94	Registered			1/25/23	1/25/33	Stone Wolf
2165-279CN	DUCK POND in CHINA		21483857	11/23/17	Registered			11/23/27		Stone Wolf
2165-278HK	DUCK POND in Hong Kong		300132803	12/28/03	Registered			12/23/23		Stone Wolf
2165-279MX	DUCK POND in Mexico		1565363	4/7/15	Registered as of file date			4/7/25		Stone Wolf
2165-279CA	DUCK POND CELLARS in Canada		TMAA85795	11/18/87	Registered			11/18/27		Stone Wolf
2165-279I	DUCK POND CELLARS in Spain		4211416	11/13/88	Registered			11/13/28		Stone Wolf
2165-279SE	DUCK POND CELLARS in Sweden		327519	7/24/98	Registered			7/24/28		Stone Wolf
2165-279UK	DUCK POND CELLARS in U.K.		2116697	11/26/96	Registered			11/26/26		Stone Wolf
2165-280	GOLDENROD FLOWER	88202541			New Application					IBG
2165-281	SEMPRE E PER SEMPRE	88203965			New Application					IBG
2165-284	DUCK POND Class 21, 25, 33		2374286	8/6/03	Registered		8/6/08	8/6/09	8/6/19	Stone Wolf
2165-285	Duck Design		2422529	1/23/01	Registered		1/23/06	1/23/10	1/23/20	Stone Wolf
2165-286	Duck Design		2598115	7/23/02	Registered		7/23/07	7/23/11	7/23/21	Stone Wolf
2165-287	Duck Design		2502508	10/30/03	Registered		10/30/08	10/30/10	10/30/20	Stone Wolf
2165-288	Duck Design		2649287	11/12/03	Registered		11/12/08	11/12/11	11/12/21	Stone Wolf
2165-289	SPOND CELLARS		2221964	2/2/99	Registered		2/2/04	2/2/08	2/2/18	Stone Wolf
2165-290	Stylized Duck Design Cl. 33		4695997	3/3/15	Registered		3/3/20	3/3/24	3/3/34	Stone Wolf
2165-291	Stylized Duck Design Cl. 21, 25		4696000	3/3/15	Registered		3/3/20	3/3/24	3/3/34	Stone Wolf

**EXHIBIT D**

Labels approved by  
the United States Alcohol and Tobacco Tax and Trade Bureau and/or  
the California Department of Alcoholic Beverage Control

Owned by Stone Wolf Vineyards LLC

3T/DTC or Both	Brand Name	Varietal	Appellation	Vineyard/Parcel ID	Vintage	Alc %	TB ID Number	Size/case (i.e.)	FOB Case price	Notes 1	Notes 2	Label Images Tracker:
3T	Stuck Pond Cellars	Pinot Noir	Oregon		2014	13.5%	13368001000221	750mlx12	\$ 78.00	Based on 2012 COLA		14 DP PN 14 back
3T	Stuck Pond Cellars	Pinot Gris	Oregon		2015	14.0%	13368001000213	750mlx12	\$ 95.00	Based on 2012 COLA		15 DP PG 15 back
3T	Stuck Pond Cellars	Pinot Noir	Oregon		2015	13.5%	13368001000212	750mlx12	\$ 78.00	Based on 2012 COLA		15 DP PN 15 back
3T	Stuck Pond Cellars	Chardonnay	Columbia Valley, WA		2015	13.5%	14140001000513	750mlx12	\$ 78.00	Based on 2013 COLA		16 DP CH 16 back
3T	Stuck Pond Cellars	Pinot Gris	Oregon		2016	14.3%	13368001000213	750mlx12	\$ 92.00	Based on 2012 COLA		16 DP PG 16 back
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Quincy Vineyard	2016	14.5%	17345001000657	750mlx6	\$ 121.00			18 DP PN 18 back
3T	Stuck Pond Cellars	Pinot Noir	Oregon	Bundee Hills	2016	13.9%	17345001000655	750mlx6	\$ 121.00			18 DP PN 18 back
3T	Stuck Pond Cellars	Pinot Noir	Oregon	Oregon	2016	13.5%	13368001000221	750mlx12	\$ 78.00	Based on 2012 COLA		16 DP PN OR 16 back
3T	Stuck Pond Cellars	Pinot Gris	Oregon	Oregon	2016	14.1%	18277001000745	750mlx12	\$ 89.00		On Premise Discount Only	16 DP PG 16SS back
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Special Selection	2016	13.9%	18277001000748	750mlx12	\$ 95.50		On Premise Discount Only	16 DP PN 16 SS back
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Willamette Valley	2016	14.2%	18277001000749	750mlx12	\$ 121.00			16 DP PN WV 16 back
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Willamette Valley Reserve	2016	14.2%	17320001000579	750mlx6	\$ 158.00			16 DP PN WVR 16 back
3T	Stuck Pond Cellars	Pinot Noir	Oregon		2017	13.5%	14140001000513	750mlx12	\$ 78.00	Based on 2013 COLA		DPCH17
3T	Stuck Pond Cellars	Pinot Gris	Oregon		2017	13.5%	14140001000513	750mlx12	\$ 93.00	Based on 2013 COLA		DP PG 17 back
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Colony Vineyard	2017	14.5%	17345001000657	750mlx6	\$ 132.00	Based on 2016 COLA		DP PN17D
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Pindee Hills	2017	13.9%	17345001000655	750mlx6	\$ 121.00	Based on 2016 COLA		DP PN17D
3T	Stuck Pond Cellars	Pinot Noir	Oregon	Oregon	2017	14.5%	13368001000221	750mlx12	\$ 76.00	Based on 2013 COLA		DP PN17B
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Quincy	2017	13.5%	17345001000657	750mlx12	\$ 91.00	Based on 2016 COLA		17 DP C 170017 front
3T	Stuck Pond Cellars	Pinot Gris	Willamette Valley	Special Selection	2017	13.0%	18277001000745	750mlx12	\$ 89.00		On Premise Discount Only	DP PG17
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Special Selection	2017	13.0%	18277001000748	750mlx12	\$ 95.50		On Premise Discount Only	DP PN17
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Willamette Valley	2017	13.0%	18277001000749	750mlx12	\$ 121.00			DP PN17W
3T	Stuck Pond Cellars	Pinot Noir	Willamette Valley	Willamette Valley Reserve	2017	13.9%	17320001000579	750mlx6	\$ 158.00	Based on 2016 COLA		DP PN17W back

Owned by Integrated Beverage Group LLC:

Brand Name	Fanciful Name	Varietal	Appellation	Vintage	Alc %	Size	TTB ID Number	Label Notes
Stolen Identity		Pinot Gris	Willamette Valley	2015	13%	750ml	16159001000367	Grey Headless
Stolen Identity		Pinot Noir	Willamette Valley	2014	13%	750ml	16159001000375	Grey Headless
Stolen Identity		Red Wine	California	2015	15.20%	750ml	16160001000339	Grey Headless
NJWM - Stolen Identity		Cabernet Sauvignon	California	2014	13.90%	750ml	17044001000614	Color Headless
NJWM - Stolen Identity		Chardonnay	California	2015	13.80%	750ml	17044001000621	Color Headless
NJWM - Stolen Identity		Pinot Noir	Oregon	2014	13.50%	750ml	17041001000564	Color Headless
NJWM - Stolen Identity		Rose	Oregon	2017	13%	750ml	18107001000369	Color Headless
NJWM - Stolen Identity		Pinot Noir	California	2016	13.80%	750ml	18115001000407	Color Headless
Structure		Pinot Noir	California	2015	13.80%	750ml	17073001000965	
Structure		Chardonnay	North Coast	2015	14.50%	750ml	17073001000970	
Structure		Cabernet Sauvignon	California	2015	13.80%	750ml	18092001001022	
Structure		Pinot Noir	North Coast	2016	13.80%	750ml	18145001000554	
Replica	Just Right	Cabernet Sauvignon	California	2015	13.90%	750ml	17223001000533	
Replica	Knockoff	Chardonnay	California	2016	13.80%	750ml	17223001000521	
Replica	Label Envy	Pinot Noir	North Coast	2015	13.50%	750ml	17248001000448	
Replica	Misbehaved	Pinot Noir	California	2015	13.80%	750ml	17152001000438	
Replica	Pickpocket	Red Wine	California	2016	15.20%	750ml	17223001000540	
Replica	Retrofit	Chardonnay	Carneros	2016	14.50%	750ml	17194001000279	
Chime		Chardonnay	California	2016	13.50%	750ml	17250001000436	
Chime		Cabernet Sauvignon	California	2016	13.90%	750ml	18018001000637	
Chime		Pinot Noir	California	2017	13.50%	750ml	18018001000644	
Chime		Red Wine	California	2017	14.80%	750ml	18018001000653	
Chime		Pinot Noir	Oregon	2017	13%	750ml	18179001001030	
GOWC		Pinot Noir	Willamette Valley	2016	13.50%	750ml	17167001000490	
GOWC	Rose City	Pinot Gris	Willamette Valley	2017	12.50%	750ml	17363001000327	Diamond
GOWC	Rose City	Pinot Noir	Willamette Valley	2016	13.50%	750ml	17363001000173	Diamond
GOWC	Rose City	Rose	Willamette Valley	2017	13%	750ml	17338001000861	Diamond
GOWC	Rose City	Pinot Gris	Oregon	2017	13%	750ml	18187001000124	Puppy
GOWC	Rose City	Pinot Noir	Oregon	2017	13%	750ml	18187001000120	Puppy
GOWC	Rose City	Rose	Oregon	2017	13%	750ml	18187001000128	Puppy
Cara Mia		Pinot Grigio	Tra Venezie	NA	12%	3L	18005001000368	
Cara Mia		Pinot Noir	Tra Venezie	NA	12%	3L	18005001000375	
Cara Mia		Cabernet Sauvignon	Tra Venezie	NA	12%	3L	18005001000357	
Cara Mia		Chardonnay	Tra Venezie	NA	12%	3L	18005001000349	
Cara Mia		Sauvignon Blanc	Tra Venezie	NA	12%	3L	18005001000379	
Cara Mia		Chianti	DOCG	NA	12.50%	750ml	18043001001077	
Cara Mia		Pinot Grigio	Delle Venezi, DOC	NA	12%	750ml	18043001001062	
Cara Mia		Pinot Noir	Trevenzie, IGT	NA	12%	750ml	18043001001069	
Cara Mia		Prosecco	DOC	NA	11%	750ml	18043001001082	
Goldenrod Flower		Pinot Noir	Anderson Valley	2016	14.50%	750ml	18022001000523	
Zamba		Malbec	Mendoza	2017	13.50%	750ml	17340001000571	
Sempre e Per Sempre		Chardonnay	Napa Valley	2016	14.30%	750ml	18075001000586	
WSSA - Stolen Identity		Cabernet Sauvignon	California	2015	13.90%	750ml	18082001000682	
WSSA - Stolen Identity		Chardonnay	California	2015	13.80%	750ml	18183001000291	
WSSA - Stolen Identity		Pinot Noir	California	2015	13.80%	750ml	18183001000295	
Swing Set		Chardonnay	Napa Valley / Alexander Valley /	2016	14.40%	750ml	18106001000895	
Swing Set		Cabernet Sauvignon	Sonoma County	2015	14.70%	750ml	18173001000692	
Lil Rascal		Pinot Grigio	Oregon	NA	13%	187ml	18309001000167	
Lil Rascal		Pinot Noir	Oregon	NA	13%	187ml	18309001000163	
Lil Rascal		Rose	Oregon	NA	13%	187ml	18309001000171	
Lil Rascal		Pinot Gris	Oregon	NA	13%	375ml	18309001000181	
Lil Rascal		Pinot Noir	Oregon	NA	13%	375ml	18309001000180	
Lil Rascal		Rose	Oregon	NA	13%	375ml	18309001000186	
Rascal		Pinot Gris	Oregon	2017	13%	750ml	18194001000614	
Rascal		Pinot Noir	Oregon	2017	13%	750ml	18178001000757	
Rascal		Rose	Oregon	2017	13%	750ml	18194001000623	
Lifeline		Cabernet Sauvignon	California	2016	14.70%	750ml	18211001000626	
Lifeline		Chardonnay	California	2016	14.10%	750ml	18211001000645	
Lifeline		Pinot Noir	Oregon	2017	15%	750ml	18211001000659	
Escape Wheel		Cabernet Sauvignon	California	2017	13.80%	750ml	18340001000392	
Northern Gust		Pinot Noir	Willamette Valley	2017	13.80%	750ml	18339001000806	
Sonnet		Chardonnay	California	2017	13.80%	750ml	18340001000404	