

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruce R. Cohn		10/06/2011	Individual: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	6873 N. West Avenue, Suite 102		
Internal Address:	Agricultural Division		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93711		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1835619	B.R. COHN	
Registration Number:	1876830	OLIVE HILL VINEYARD	
Registration Number:	1923856	B.R. COHN	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	ALM1-37402		

OP \$90.00 1835619

900204109

TRADEMARK
 REEL: 004638 FRAME: 0203

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/07/2011
Total Attachments: 5 source=37402#page1.tif source=37402#page2.tif source=37402#page3.tif source=37402#page4.tif source=37402#page5.tif	

**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):

Bruce R. Cohn

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) 10/06/2011

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of the West

Internal

Address: Agricultural Division

Street Address: 6873 N. West Avenue, Suite 102

City: Fresno

State: CA

Country: U.S.A. Zip: 93711

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Bank Citizenship U.S.A.

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)

B. Trademark Registration No.(s)
1835619, 1876830, and 1923858

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: IP Research Plus

Internal Address:

Attn: Penelope J.A. Agodaa

Street Address:

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

3

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

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

Date

10/7/2011

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 5th day of October 2011 by and between BRUCE R. COHN, an individual, ("Debtor"), and BANK OF THE WEST ("Bank").

1. Grant of Security Interest. As collateral security for obligations of Debtor under the Credit Agreement dated June 8, 2005 between Bruce R. Cohn, as Trustee under The Bruce R. Cohn Family Trust Dated October 16, 1989, and under the Guaranties (as defined in the "Omnibus Agreement" dated as of the date hereof among Debtor, Bank, and affiliates of Debtor) to which he is a party, Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all goodwill and general intangibles associated with the Collateral; (e) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (f) all products and proceeds of any of the foregoing. The grant hereunder is in furtherance of the security interest and lien in the Collateral granted pursuant to that certain Security Agreement, dated as of February 3, 2009, by Debtor and certain affiliates of Debtor in favor of the Bank (as amended pursuant to the Omnibus Agreement), and Bank shall have the rights and remedies set forth therein in respect of the Collateral.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral.

3. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its choice of law rules.

4. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement.

5. Severability. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

DEBTOR:


Bruce R. Cohn

BANK:

Bank of the West

By: _____

Name: _____

Title: _____

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DEBTOR:

Bruce R. Cohn

BANK:

Bank of the West

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of California

County of Sonoma }

On October 5, 2011, before me, D. McCarthy, Notary Public,
(insert name of notary)

Notary Public, personally appeared Bruce R. Cohn
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

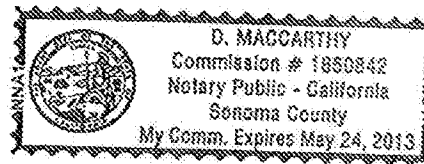
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. McCarthy

(Seal)



SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

WORD/MARK	SERIAL NUMBER	FILING DATE	REGISTRATION DATE	REGISTRATION NUMBER
B.R. Cohn & Design	74339008	December 10, 1992	May 10, 1994	1,835,619
Olive Hill Vineyard	74487477	February 7, 1994	January 31, 1995	1,876,830
B.R. Cohn	74492521	February 22, 1994	October 3, 1995	1,923,856

808334/LA