TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRECEPT BRANDS LLC		09/09/2014	LIMITED LIABILITY COMPANY: WASHINGTON
MAGNIFICENT WINE COMPANY, LLC		09/09/2014	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	NORTHWEST FARM CREDIT SERVICES, PCA
Street Address:	1700 SOUTH ASSEMBLY STREET
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99224-2121
Entity Type:	A PCA, A FEDERAL INSTRUMENTALITY: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3055264	PINE & POST
Registration Number:	3054612	BLOOM
Registration Number:	3054621	AVERY LANE
Registration Number:	3050756	RED KNOT
Registration Number:	3054627	SOCKEYE
Registration Number:	2844573	SHINGLEBACK
Registration Number:	3132567	WATERBROOK
Registration Number:	3659185	B. LOVELY
Registration Number:	3709145	BROWNE FAMILY
Registration Number:	1859259	CANOE RIDGE
Registration Number:	2477683	CANOE RIDGE
Registration Number:	3472104	CANOE RIDGE VINEYARD
Registration Number:	2895439	CANOE RIDGE VINEYARD
Registration Number:	3716778	CHERRY STREET
Registration Number:	3583372	CIAO BELLA
Registration Number:	3056129	PENDULUM
Registration Number:	3515036	PETALS
Registration Number:	3583373	PRIMARIUS

OP $1515.00 3055264

Property Type	Number	Word Mark
Registration Number:	2485948	SAGELANDS
Registration Number:	3515037	SWEET PEA
Registration Number:	3974339	THE MANHATTAN PROJECT
Registration Number:	3810455	ALDER RIDGE
Registration Number:	3983210	SAWTOOTH
Registration Number:	4265811	WILDHAVEN
Registration Number:	3434010	ROSS ANDREW WINERY
Registration Number:	4355542	RED THEORY
Registration Number:	4472600	RED IMPULSE
Registration Number:	4355083	RUBY SKY
Registration Number:	3377674	WASHINGTON HILLS
Registration Number:	3445159	WB
Serial Number:	85209867	BLACK BUBBLES
Serial Number:	85334048	CHOCOLATE SHOP
Serial Number:	85252179	CHOCOLATE SHOP CRÈME DE COCOA
Serial Number:	85219479	COCO ROSSO
Serial Number:	85334124	CONFECTIONER'S
Serial Number:	85250604	CONFECTIONER'S ANGEL CAKE
Serial Number:	85252172	CONFECTIONER'S CHOCOLATE
Serial Number:	85223173	CONFECTIONER'S SWEET SYMPHONY
Serial Number:	85219478	GOODNESS GRAPE
Serial Number:	85219476	RED DROP
Serial Number:	85293751	THE VINE YARD
Registration Number:	3430838	FISH HOUSE
Registration Number:	3136632	HOUSE WINE
Registration Number:	3097644	RED TABLE WINE
Registration Number:	3439858	STEAK HOUSE
Registration Number:	3219649	THE MAGNIFICENT WINE COMPANY
Registration Number:	3054637	
Registration Number:	1693463	APEX
Registration Number:	1930456	W B BRIDGMAN
Registration Number:	3453753	STE. CHAPELLE
Serial Number:	85963470	PARADISE PEAK
Serial Number:	85963414	RADIUS
Serial Number:	86334284	GRUET
Serial Number:	86334359	V G GRUET
Serial Number:	86334292	GRUET WINERY
Serial Number:	86334322	DOMAINE SAINT VINCENT
Serial Number:	86334316	DSV

Property Type	Number	Word Mark
Serial Number:	86338182	GILBERT GRUET
Serial Number:	86225097	WILD MEADOWS
Serial Number:	85881979	ALTITUDE PROJECT

CORRESPONDENCE DATA

Fax Number: 5098383424

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: 509-624-4276

Email: docketing@wellsstjohn.com

Correspondent Name: Mark W. Hendricksen

Address Line 1: Wells St. John P.S.

Address Line 2: 601 w. 1st Ave., #1300

Address Line 4: Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER:	FA13-709
NAME OF SUBMITTER:	Mark W. Hendricksen
SIGNATURE:	/Mark W. Hendricksen/
DATE SIGNED:	10/22/2014

Total Attachments: 9

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FIFTH AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY

THIS FIFTH AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY, dated as of August 18, 2014, (this "Agreement") is by and between **PRECEPT BRANDS LLC**, a Washington limited liability company; and **MAGNIFICENT WINE COMPANY, LLC**, a Washington limited liability company, whose collective principal place of business is 1910 Fairview Ave. E., Suite 400, Seattle, WA 98102 (hereinafter individually and collectively "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, with its principal place of business at 1700 South Assembly Street, Spokane, Washington 99224-2121 and its mailing address of P.O. Box 2515, Spokane, Washington 99220-2515 (hereinafter "Secured Party").

RECITALS

WHEREAS, Secured Party has made, is making and may make certain loans (the "Loans") to Precept Brands LLC ("Precept") (hereinafter "Borrower") pursuant to certain notes and related agreements and documents, as amended from time to time (collectively the "Loan Documents");

WHEREAS, Debtor executed a Fourth Amended and Restated Security Agreement and License of Intellectual Property in favor of Secured Party on or about July 2, 2013 (the "Fourth Amended IP Security Agreement");

WHEREAS, Debtor executed a certain Fifth Amended and Restated General Business Security Agreement dated on or around even date herewith and other documents (hereinafter the "Fifth Amended Security Agreement"), which granted to Secured Party a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, and general intangibles and intellectual property, including, but not limited to trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral";

WHEREAS, Debtor and Secured Party wish to make specific provisions in this Agreement for Debtor's intangibles and intellectual property identified herein, including for the recording thereof in the appropriate offices; and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

TRADEMARK
REEL: 005386 FRAME: 0032

A. Restatement of Fourth Amended IP Security Agreement. This Agreement hereby amends and restates the Fourth Amended IP Security Agreement, in its entirety. The Recitals to this Agreement are hereby incorporated into and constitute a part of this Agreement. The existing lien priority created by the Fourth Amended IP Security Agreement is not affected by this Agreement.

B. Incorporation of Fifth Amended Security Agreement. All of the terms and provisions of the Fifth Amended Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Fifth Amended Security Agreement.

C. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Secured Party in all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Borrower to Secured Party:

1. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule A attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

2. All copyrights, including, without limitation, all unregistered or common law copyrights.

3. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by Debtor and which is covered by such Licenses to the extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

4. The goodwill of each of Debtor's businesses connected with and or symbolized by the business, the Trademarks (hereinafter "Goodwill").

5. The trade secrets, recipes, formulas and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtor, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all formulas and winemaking techniques and processes; and ingredient standards, ingredient supplier and customer lists, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

6. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Secured Party's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

D. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the Fifth Amended Security Agreement), Secured Party may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and or product lines of Debtor. Secured Party shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and or product lines of Debtor (or a part thereof).

E. License to Use Intellectual and Intangible Property. In addition to Secured Party's other rights and interests herein, Debtor grants to Secured Party an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Secured Party to manufacture, use, sub-license and or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Section C above.

F. Waiver of Payments by Secured Party. Secured Party shall have no liability to Borrower, Debtor or any other party for any royalties or other charges arising from Secured Party's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Secured Party from any royalties, expenses, charges, and or liabilities incurred by Secured Party under this Agreement (or otherwise) and from any litigation, claims, actions and or proceedings against Secured Party regarding the use and or disposition of the Intellectual and Intangible Property, (including, but

not limited to, reasonable attorneys' fees), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition.

G. Termination of this Security Agreement and License. The term of the security agreement and license granted to Secured Party herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or

2. Full satisfaction of all of Borrower's obligations to Secured Party, as set forth in the Fifth Amended Security Agreement.

Upon payment in full of the obligations, Secured Party shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Secured Party's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Secured Party during the term of this Agreement in accordance with the terms hereof), according to the Fifth Amended Security Agreement.

H. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Section C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;

2. Prosecute diligently any Trademark rights and or application acquired by Debtor now or hereafter until the Obligations shall have been paid in full;

3. Preserve and maintain all of Secured Party's rights in and to the Trademark(s), Copyright(s) and License(s), including without limitation, filing all necessary declarations, renewals and government fees in connection therewith; and

4. Promptly notify Secured Party in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Secured Party shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Secured Party's use thereof; nor shall Secured Party have any duties in connection with the application for, protection and or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in

and to any patentable invention or in any Trademark or Copyright without the prior written consent of Secured Party.

I. Secured Party's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Secured Party shall commence any such permitted suit, Debtor shall, at the request of Secured Party, do all lawful acts and execute all proper documents required by Secured Party in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in exercise of its rights under this Agreement. In the event Secured Party incurs any expense or cost in protecting and or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Fifth Amended Security Agreement and subject to all the provisions thereof. Upon the request of Secured Party, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Secured Party to properly record or evidence this pledge and mortgage with the appropriate domestic and or foreign governmental authorities.

J. Waivers. No course of dealing between Debtor and Secured Party, nor any failure to exercise, or any delay in exercising, on the part of Secured Party, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Secured Party from any other or further exercise of any right or privilege, pursuant to the Fifth Amended Security Agreement.

K. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

L. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Secured Party.

M. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Fifth Amended Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

N. Beneficiaries. This Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its respective successors and assigns.

O. Default Limited. Wherever this Agreement provides that Secured Party shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by Secured Party in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether Secured Party may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

P. WAIVER OF JURY TRIAL. DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Dated as of the day and year first above written.

PRECEPT BRANDS LLC

By: Andrew Browne
Andrew T. Browne, Manager

MAGNIFICENT WINE COMPANY, LLC

By: Charles M. Williamson
Charles Michael Williamson, Manager

TRADEMARK
REEL: 005386 FRAME: 0037

STATE OF Washington)
) ss.
County of King)

On this 9 day of September, 2014, before me personally appeared Andrew T. Browne, known to me to be a Manager of Precept Brands LLC, the limited liability company that executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.

JESSICA M MINOR
Commission Expires
NOTARY
PUBLIC
09-05-2016
STATE OF WASHINGTON

Jessica M. Minor
Notary Public for the State of Washington
Residing at Seattle, WA
My commission expires 9/5/16
Printed Name Jessica Minor

STATE OF Washington)
) ss.
County of King)

On this 9 day of September, 2014, before me personally appeared Charles Michael Williamson, known to me to be the Manager of Magnificent Wine Company, LLC, the limited liability company that executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.

JESSICA M MINOR
Commission Expires
NOTARY
PUBLIC
09-05-2016
STATE OF WASHINGTON

Jessica M. Minor
Notary Public for the State of Washington
Residing at Seattle, WA
My commission expires 9/5/16
Printed Name Jessica Minor

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SCHEDULE A

to

Fifth Amended and Restated Security Agreement and License of Intellectual Property

TRADEMARK	U.S. TRADEMARK REGISTRATION NUMBER
Pine & Post	3,055,264
Bloom	3,054,612
Avery Lane	3,054,621
Red Knot	3,050,756
Sockeye	3,054,627
Shingleback	2,844,573
Waterbrook	3,132,567
B. Lovely	3,659,185
Browne Family	3,709,145
Canoe Ridge	1,859,259
Canoe Ridge	2,477,683
Canoe Ridge Vineyard	3,472,104
Canoe Ridge Vineyard	3,692,500
Canoe Ridge Vineyard & Design	2,895,439
Cherry Street	3,716,778
Ciao Bella	3,583,372
Pendulum	3,056,129
Petals	3,515,036
Primarius	3,583,373
Sagelands	2,485,948
Sweet Pea	3,515,037
The Manhattan Project	3,974,339
White Knot	732,385
Alder Ridge	3,810,455
Sawtooth	3,983,210
Wildhaven	4,265,811
Ross Andrew Winery	3,434,010
Red Theory	4,355,542
Red Impulse	4,472,600
Ruby Sky	4,355,083

TRADEMARK	U.S. TRADEMARK APPLICATION SERIAL NUMBER
Washington Hills	3,377,674
WB	3,445,159
Black Bubbles	85/209,867
Chocolate Shop	85/334,048
Chocolate Shop Crème De Cocoa	85/252,179
Coco Rosso	85/219,479
Confectioner's	85/334,124
Confectioner's Angel Cake	85/250,604
Confectioner's Chocolate	85/252,172
Confectioner's Sweet Symphony	85/223,173
Goodness Grape	85/219,478
Red Drop	85/219,476
The Vineyard	85/293,751
Fish House	3,430,838
House Wine & Design	5,052,501
House Wine & Design	3,136,632
Red Table Wine & Design	3,097,644
Steak House	3,439,858
The Magnificent Wine Company	5,046,920
The Magnificent Wine Company	3,219,649
Wine Bottle Design	3,054,637
Apex	1,693,463
WB Bridgman	1,930,456
Ste. Chapelle	3,453,753
Paradise Peak	85/963,470
Radius	85/963,414
Gruet	86/334,284
Gruet Logo	86/334,359
Gruet Winery	86/334,292
Domaine Saint Vincent	86/334,322
DSV	86/334,316
Gilbert Gruet (filed as ITU)	86/338,182
Wild Meadows	86/225,097
Altitude Project	85/881,979