

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOUR BEARS WINERY LLC		06/01/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86499964	UPSHOT	
Serial Number:	86597527	H. MYNORS	
Registration Number:	4713801	N POINT NORTH	
Registration Number:	4713800	N	
Registration Number:	4482559	POINT NORTH	
Registration Number:	4482558	N	
Registration Number:	4476037	POINT NORTH	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck c/o Buchalter Nemer		
Address Line 1:	1000 Wilshire Blvd., Ste.1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	C5274-0198		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		

CH \$190.00 86499964

DATE SIGNED:	06/30/2015
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Total Attachments: 4

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**AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is made as of June 1, 2015 by and between Comerica Bank, a Texas banking association ("Secured Party"), on the one hand, and FOUR BEARS WINERY LLC, a California limited liability company ("Grantor"), on the other hand, with respect to Intellectual Property Security Agreement dated June 7, 2012, between Secured Party and Grantor (as amended and modified through but excluding the date hereof, the "Agreement").

RECITALS

- A. Grantor and Secured Party entered into the Agreement.
- B. Grantor and Secured Party have agreed to an amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, the parties hereto agree as follows:

1. Definitions. Unless otherwise indicated, words and terms which are defined in the Agreement shall have the same meaning where used herein.

2. Amendments. The Agreement is amended, as follows:

Exhibit C is hereby amended to add the trademarks and trademark applications as set forth on Exhibit C-1 attached hereto. All references to Exhibit C in the Agreement after the date hereof will mean and include Exhibit C-1.

3. Representations. Grantor represents and agrees that:

(a) The execution, delivery and performance by Debtor of this Amendment are within Debtor's corporate powers, have been duly authorized by all necessary limited liability company action, and require no action by or in respect of, or filing with, any governmental body, agency or official, and the execution, delivery and performance by Debtor of this Amendment do not contravene, or constitute a default under, any provision of applicable law or regulations or of the certificate or articles of incorporation or formation or the by-laws or operating agreement of Debtor, or any other material agreement, judgment, injunction, order, decree or other instrument binding upon Debtor or any assets of Debtor, or result in the creation or imposition of any lien on any asset of the Debtor, except for liens in favor of Secured Party.

(b) This Amendment constitutes the valid and binding obligations of Debtor, enforceable against Debtor in accordance with its respective terms, except as enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws now or hereafter in effect relating to creditors' rights, and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) No event of default has occurred and is continuing and the representations and warranties of Debtor contained in the Security Agreement are true and correct in all material respects as of the date hereof as if made on the date hereof.

(d) The Debtor is in compliance with all required covenants of the Security Agreement.

4. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Amendment (or a memorandum thereof, at Secured Party's request).

5. No Other Changes. Except as specifically provided in this Amendment, it does not vary the terms and provisions of the Agreement nor impair the rights, remedies, and security given in and by the Agreement. The terms of this Amendment shall control any conflict between its terms and those of the Agreement.

6. Authorization. Each party hereto represents to the other that the individual executing this Amendment on its behalf is the duly appointed signatory of such party and that such individual is authorized to execute this Amendment by or on behalf of such party and to take all action required by the terms of this Amendment.

7. Captions. Section headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Amendment.

8. No Novation. This Amendment is not intended to be, and shall not be construed to create, a novation or accord and satisfaction, and, except as otherwise provided herein, the Agreement shall remain in full force and effect.

9. Severability. Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

10. Entire Agreement. This Amendment constitutes the entire agreement by and between Grantor and Secured Party with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, communications, discussions and agreements concerning such subject matter. It may not be amended, except by a writing signed by all parties hereto.


11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first set forth above.

SECURED PARTY:

COMERICA BANK

By: 
Name: BRIAN DOBBS
Title: VICE PRESIDENT

GRANTOR:

FOUR BEARS WINERY LLC, a California limited liability company


By: 
Name: SEAN MINOR
Title: MANAGING MEMBER

EXHIBIT C

TRADEMARKS

No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1	Pending	Four Bears Winery LLC	Upshot	86499964	1/9/15
2	Pending	Four Bears Winery LLC	H. Mynors	86597527	4/14/15
3	Registered	Four Bears Winery LLC	N Point North	4713801	3/31/15
4	Registered	Four Bears Winery LLC	N	4713800	3/31/15
5	Registered	Four Bears Winery LLC	Point North	4482559	2/11/14
6	Registered	Four Bears Winery LLC	N	4482558	2/11/14
7	Registered	Four Bears Winery LLC	Point North	4476037	1/28/14