

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dana Estates, Inc.		07/13/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America		
Street Address:	2100 Ross Avenue, Suite 2500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3459356	DANA ESTATES	
Registration Number:	3423784	ONDA D'ORO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	415-291-7436		
Email:	patrademarks@manatt.com		
Correspondent Name:	J. Eastman c/o Manatt, Phelps & Phillips		
Address Line 1:	One Embarcadero Center, 30th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	87201-1053		
NAME OF SUBMITTER:	James Eastman		
SIGNATURE:	/J. Eastman/		
DATE SIGNED:	07/17/2015		
Total Attachments: 8			
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**COLLATERAL ASSIGNMENT OF REGISTERED
TRADEMARKS**

This COLLATERAL ASSIGNMENT OF REGISTERED TRADEMARKS (this "**Assignment**") dated as of July 13, 2015, is made by DANA ESTATES, INC., a California corporation ("**Winery**"), for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("**Lender**").

Recitals

- A. Winery, KODO, INC., a California corporation, and DHARAMSALA, LLC, a California limited liability company (individually and collectively, "**Borrower**"), is indebted to Lender on a loan (the "**Loan**") evidenced by a Promissory Note dated as of even date herewith in the principal amount of up to _____ (the "**Note**"). The Loan is subject to the Loan Agreement (the "**Loan Agreement**") dated on or about the same as this Assignment and entered into by and among Borrower and Lender (the "**Loan Agreement**," to which reference is made for the definition of capitalized terms not otherwise defined herein).
- B. Winery is the owner of the following trademarks registered with the United States Patent and Trademark Office (the "**PTO**"): "DANA ESTATE" registration no. 78593677; and "ONDA D'ORO" PTO registration no. 77132326, and includes, without limitation, all rights to use the Registered Trademarks and any design in connection with goods and services as registered with the PTO, all rights to such name under federal law, state law, and common law, all rights to use the name as a mark or trade name in connection with any other goods or services as Winery may use such name, all rights to carry on business under such names, and any goodwill associated in any way with such names, together with all additions to, and substitutions, renewals, replacements, products and proceeds of the foregoing (such registered trademarks and all the foregoing, collectively, the "**Registered Trademarks**").
- C. The Loan is secured by, among other instruments, an assignment of the Registered Trademarks and Trademark Collateral as provided in the Security Instrument.
- D. Winery is entering into this Assignment to further memorialize the assignment to Lender of the Registered Trademarks.

Agreement

Winery agrees as follows:

1. **Assignment.** Winery assigns, grants and transfers to Lender all right, title and interest of Winery in, to and under the Registered Trademarks, and the products and proceeds thereof, and authorizes Lender to record this Assignment with the PTO.
2. **Secured Obligations.** The obligations secured by this Assignment (the "***Secured Obligations***") are the "Secured Obligations" as defined in the Security Instrument.
3. **Collateral Nature of Assignment.** For so long as there is no Event of Default (defined below) under this Assignment, Winery shall have the right to assert and use the Registered Trademarks and secure all other rights and benefits provided by virtue of Winery's ownership of the Registered Trademarks, subject to all of Winery's covenants set forth in this Assignment.
4. **Winery's Representations and Warranties.** Winery represents and warrants to Lender as follows:
 - (a) Winery has sole title to the Registered Trademarks and the full right and power to assign the Registered Trademarks.
 - (b) No person other than Winery and Lender has any right, title, or interest in, under or to the Registered Trademarks.
 - (c) To the best of Winery's knowledge, there is no pending or threatened infringement of the Registered Trademarks.
 - (d) Except pursuant to this Assignment, Winery has not previously sold, assigned, licensed, transferred, hypothecated or pledged any of its interests in the Registered Trademarks.
 - (e) No consent, license, approval, or authorization is required to be obtained by Winery in connection with the execution, delivery, performance, validity, or enforceability of this Assignment.
 - (f) This Assignment creates a lien in favor of Lender on the Registered Trademarks, and upon the recordation of the Original Assignment in the PTO, is a perfected security interest in the Registered Trademarks, enforceable against Winery and all third parties, and is senior and superior in right to any claim, existing or future, which Winery or any third party may have with respect to the Registered Trademarks.
5. **Winery's Covenants.** Winery covenants and agrees, at its sole cost and expense, as follows:

- (a) Winery shall enforce all rights afforded by the Registered Trademarks, and appear in and defend any action or proceeding arising under, arising out of, or in any other manner connected with the Registered Trademarks or its infringement, and, on request by Lender, shall do so in the name and on behalf of Lender but at the expense of Winery.
- (b) Winery shall pay all Costs, including Attorney Fees, in any action or proceeding in which Lender may appear in connection with the Registered Trademarks or the enforcement of Lender's rights or remedies under this Assignment.
- (c) Winery shall not pledge, transfer, mortgage, license, or otherwise encumber, hypothecate, or assign the Registered Trademarks during the term of this Assignment.
- (d) Winery shall maintain the Registered Trademarks in full force and effect, and shall timely renew the Registered Trademarks for the maximum periods permitted by law.
- (e) Winery shall not abandon the Registered Trademarks or take any other action which materially diminishes the value or benefit of the Registered Trademarks to Winery.
- (f) Winery shall not waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge any party infringing on the rights afforded by the Registered Trademarks.

6. **Events of Default.** Any one or more of the following is an "*Event of Default*" hereunder:

- (a) Any representation or warranty of Winery in this Assignment is found to be false or misleading when made.
- (b) Winery fails to observe or perform any obligation, term, covenant, condition, representation, or warranty contained in this Assignment.
- (c) Winery abandons the Registered Trademarks.
- (d) The occurrence of an Event of Default as defined in the Loan Agreement.

7. **Remedies.** Upon an Event of Default, this Assignment shall constitute a direction and grant of full authority to all persons and entities to recognize Lender as the absolute assignee of the Registered Trademarks, and Winery hereby irrevocably authorizes all persons and entities to rely upon and comply with any notice or demand by Lender to be so recognized as the assignee of the Registered Trademarks. In addition, if there is an Event of Default, Winery hereby grants to Lender the following rights:

- (a) Lender shall have the right, but not the obligation, upon any failure of Winery to perform any of its obligations hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including without limitation, appearing in any action or proceeding relating to the Registered Trademarks. Winery agrees to pay, on demand, all costs and expenses (including without limitation, reasonable attorney fees and costs) incurred by Lender in connection with this subsection (a), together with interest thereon at the Default Rate under the Loan Agreement.
- (b) Lender shall have all rights and benefits of the Registered Trademarks otherwise accruing to Winery, including the right to use the name covered thereby. Winery hereby appoints Lender as Winery's attorney-in-fact, effective upon an Event of Default, such power being coupled with an interest and irrevocable, to sign the name of Winery and to bind Winery on all papers and documents relating to the Registered Trademarks.
- (c) All of the foregoing rights and remedies of Lender are cumulative, and Lender also shall have such other rights and remedies as provided in the Loan Agreement, the Note, the Security Instrument, or the other Loan Documents, or otherwise available at law or in equity.

8. **Indemnity.** Winery agrees to indemnify, protect, defend and hold Lender harmless of and from any and all liability, loss, damage, or expense that Lender may or might incur under or by reason of this Assignment, or for any action taken by Lender under this Assignment, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Lender arising out of or related to the Registered Trademarks, including without limitation, any claim advanced or alleged in an infringement or invalidity proceeding relating to the Registered Trademarks, and any claim or demand that may be asserted against Lender by reason of any action or undertaking on its part to protect against infringement of the rights afforded by the Registered Trademarks. Should Lender incur any such liability, loss, damage, or expense, or any expense in the defense of any such claims or demands, the amount of such liability, loss, damage, or expense (including reasonable attorney fees) with interest thereon at the Secondary Interest Rate (as defined in the Note) shall be payable by Winery immediately on demand, and the payment is secured by the Security Instrument. Notwithstanding the foregoing in this Section, Winery is not obligated to indemnify, protect, defend or hold Lender harmless of and from any liability, loss, damage or expense to the extent arising from Lender's own intentional conduct or gross negligence.

9. **Termination of Assignment.** On payment in full of the Indebtedness and satisfaction of all other Secured Obligations, this Assignment, except for the provisions of Section 8, which shall continue in effect, shall terminate. However, the affidavit, certificate, or statement of any officer or other authorized representative of Lender showing any part of the Indebtedness to remain unpaid, or the performance or discharge of any other Obligation to be incomplete, shall be conclusive evidence of the continuing force of this Assignment. Any person may and is authorized to rely on any such affidavit, certificate, or statement.

10. **Notice.** All notices or other written communications hereunder between Winery and Lender shall be given as provided in the Loan Agreement.

11. **General Provisions.**

- (a) **Interpretation.** In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and neuter, the singular number shall include the plural, and conversely in each instance as the case requires.
- (b) **Parties Bound.** The terms, covenants, conditions, representations, and warranties contained in this Assignment shall inure to the benefit of and bind all parties to this Assignment and their respective heirs, executors, administrators, successors, and assigns, and all subsequent holders of the Notes and Security Instrument.
- (c) **Lender's Rights.** The exercise by Lender of any of the rights, remedies, powers, or privileges provided for in this Assignment, or the taking of any action by Lender, whether complete or incomplete with respect thereto, is permissive and not obligatory and the exercise or non-exercise of such right, remedy, power, or privilege shall not preclude, delay, or prejudice any other right, remedy, power, or privilege provided for in this Assignment or the other Loan Documents, or otherwise provided at law or in equity; and the failure to take action at any time shall not constitute a waiver of any such right, remedy, power, or privilege. The right of Lender to collect any Indebtedness and to enforce any other collateral for the Indebtedness may be exercised by Lender either before, simultaneously with, or after, any action taken under this Assignment.
- (d) **Choice of Law.** This Assignment shall be governed by and construed in accordance with applicable federal law and the laws of the State of California without regard to its conflict of laws rules.
- (e) **Severability Clause.** If any one or more of the provisions contained in this Assignment shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Assignment.
- (f) **Time.** Time is of the essence under this Assignment and any amendment, modification, or revision of it.
- (g) **Attorney Fees.** If any party to this Assignment commences litigation for the interpretation, enforcement, termination, cancellation or rescission of this Assignment, or for damages for the breach of this Assignment, the prevailing party in such action shall be entitled to its reasonable attorney fees and court and other costs incurred, to be paid by the losing party as fixed by the court or in a separate action brought for that purpose. As used in this Assignment,

Lender's "reasonable attorney fees" means Attorney Fees and Costs, and all such amounts shall bear interest at the Default Rate specified in the Loan Agreement.

- (h) Integration; Amendment. Except for the Loan Documents, this Assignment contains or expressly incorporates by reference the entire and exclusive agreement of the parties with respect to the assignment of the Registered Trademarks and supersedes all prior negotiations related thereto. This Assignment may be amended or modified only through a non-electronic or facsimile transmission of a non-electronic writing, and in either case bearing the handwritten, authorized signatures of Winery and Lender, and which by its express terms refers to this Assignment, and which is duly executed by the party sought to be bound thereby.
- (i) Counterparts. This Assignment may be executed in one or more counterparts and such counterparts taken together shall constitute one and the same document.
- (j) Recitals. The Recitals hereof are incorporated herein.
- (k) Waivers. The provisions of Article 9 of the Loan Agreement are hereby incorporated herein by this reference and Winery hereby remakes and affirms, in favor of Lender, all representations, warranties, waivers and agreements made therein with respect to this Assignment and the Registered Trademarks.

The rest of this page is left blank intentionally.

IN WITNESS WHEREOF, Winery has caused this Security Instrument to be executed as of the day and year first above written.

WINERY:

DANA ESTATES, INC.,
a California corporation

By: 

Name: Jae M. Chun

Title: Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Napa) ss.

On July 13, 2015 before me, L. Tschida, Notary Public, personally appeared Jae M. Chun, 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]

Notary Public

(Seal)

