

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Oak Wine Cellars, L.P.		10/09/2015	LIMITED PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	555 S.W. Oak Street		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4668421	SILVER OAK SIX	
Registration Number:	3166049	CIRRUS	
Registration Number:	2612632		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Ave., Ste. 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	40106-31010		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/13/2015		
Total Attachments: 6			
source=Silver Oak_ Trademark Security Agreement (2015) (Executed)#page1.tif			

CH \$90.00 4668421

source=Silver Oak_ Trademark Security Agreement (2015) (Executed)#page2.tif
source=Silver Oak_ Trademark Security Agreement (2015) (Executed)#page3.tif
source=Silver Oak_ Trademark Security Agreement (2015) (Executed)#page4.tif
source=Silver Oak_ Trademark Security Agreement (2015) (Executed)#page5.tif
source=Silver Oak_ Trademark Security Agreement (2015) (Executed)#page6.tif

SUPPLEMENTAL SECURITY AGREEMENT
(Trademark)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 9th day of October, 2015 by and between SILVER OAK WINE CELLARS, L.P., a California limited partnership (the "Company"), and U.S. BANK NATIONAL ASSOCIATION, acting in its capacity as administrative agent for the benefit of the Lenders (in such capacity, the "Administrative Agent") under that certain Third Amended and Restated Credit Agreement dated as of even date herewith by and among the Company, the Administrative Agent and the Lenders (as amended, modified, supplemented, and restated from time to time the "Credit Agreement," and with capitalized terms used herein and not otherwise defined used with the meanings given such terms in the Credit Agreement).

RECITALS

A. Pursuant to the Credit Agreement the Lenders have agreed to make Loans to the Company from time to time. As collateral security for the obligation of the Company to repay the Loans, the Company has granted to the Administrative Agent a security interest in certain property of the Company, including, without limitation, certain intellectual property, pursuant to a Third Amended and Restated Security and Collateral Agency Agreement of even date herewith by and between the Company and the Administrative Agent (the "Security Agreement").

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

C. NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. The Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of the Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of the Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Administrative Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing other than licenses under which the Company is the licensee and the license prohibits the Company from granting a security interest in its rights thereunder, unless the licensor has consented to such security interest in writing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or the Administrative Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, the Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by the Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Administrative Agent in writing of any additional trademarks registered with the PTO of which the Company becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that the Company continue to own the Trademark Collateral and that upon the indefeasible payment in full of the Obligations (as defined in the Credit Agreement), the rights of the Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Credit Documents and the Administrative Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

5. Counterparts This Supplemental Trademark Agreement may be executed in counterparts all of which taken together shall constitute one and the same document.

[Signature Page Following]

EXECUTED as of the day and year first above written.

SILVER OAK WINE CELLARS, L.P.,
a California general partnership

By: SILVER OAK CELLARS, INC., a California
corporation, its General Partner

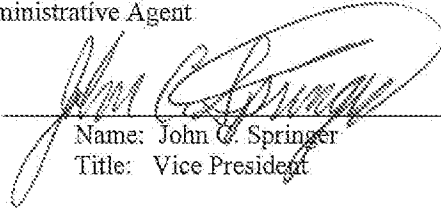
By: 

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent


By:



Name: John G. Springer

Title: Vice President

**Description of Trademarks
(As of October 9, 2015)**

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
SILVER OAK SIX	86069538 19-SEP-2013	4668421 06-JAN-2015	Registered
CIRRUS	78419250 14-MAY-2004	3166049 31-OCT-2006	Registered
<i>Design Only</i> 	76337150 08-NOV-2001	2612632 27-AUG-2002	Renewed (Registered)

IRREVOCABLE POWER OF ATTORNEY

SILVER OAK WINE CELLARS, L.P., a California limited partnership, located at 1777 South Harrison Street, Penthouse One, Denver, Colorado 80210 (the "Company") hereby grants to U.S. BANK NATIONAL ASSOCIATION (the "Administrative Agent"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications and registrations therefor owned by the Company from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Third Amended and Restated Security and Collateral Agency Agreement dated as of October 9, 2015 (as amended, extended and replaced from time to time, the "Security Agreement") between the Company and the Administrative Agent.

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations (as that term is defined in that certain Third Amended and Restated Credit Agreement dated concurrently herewith executed by the Company, the Administrative Agent, the lenders party thereto and the lead arranger for the credit facility evidenced thereby (the "Credit Agreement")) of the Company remain outstanding.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, the Administrative Agent, rather than for the Company.

3. This Power of Attorney is created simultaneously with the imposition of other obligations upon the Company in favor of the Administrative Agent for the benefit of the lenders under the Credit Agreement.

4. The Power of Attorney granted herein is created to secure the performance of the Obligations and shall be exercisable by the Administrative Agent only upon the occurrence of an Event of Default (as defined in the Credit Agreement).

IN WITNESS WHEREOF, the Company has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of October 9, 2015.

SILVER OAK WINE CELLARS, L.P.
a California general partnership

By: SILVER OAK CELLARS, INC., a California
corporation, its General Partner

By: 

Name:

Title:

*Signature Page to
Power of Attorney*