

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CLOS DU VAL WINE COMPANY, LTD.		11/17/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF MARIN		
Street Address:	P.O. Box L		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94948		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2397493	ARIADNE	
Registration Number:	3401331	CLOS DU VAL	
Registration Number:	1694732	CLOS DUVAL	
Registration Number:	3773446	KATO	
Registration Number:	4105187	THREE GRACES BLEND	
Registration Number:	2132464	TRE GRAZIE	
Serial Number:	86596016	THE STATESMAN	
Serial Number:	85055988	VINDEPENDENCE	
CORRESPONDENCE DATA			
Fax Number:	3236512577		
<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:	323-852-1000		
Email:	sbarnett@frandzel.com		
Correspondent Name:	Sandy Barnett/Patricia Trendacosta		
Address Line 1:	1000 Wilshire Boulevard, 19th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2427		
ATTORNEY DOCKET NUMBER:	100895-0008		
NAME OF SUBMITTER:	Patricia Trendacosta/Frandzel Robins,etc		

OP \$215.00 2397493

SIGNATURE:	/s/ Patricia Trendacosta/Sandy Barnett
DATE SIGNED:	11/24/2015
Total Attachments: 17 source=Clo du Val Trademark Security Agreement#page1.tif source=Clo du Val Trademark Security Agreement#page2.tif source=Clo du Val Trademark Security Agreement#page3.tif source=Clo du Val Trademark Security Agreement#page4.tif source=Clo du Val Trademark Security Agreement#page5.tif source=Clo du Val Trademark Security Agreement#page6.tif source=Clo du Val Trademark Security Agreement#page7.tif source=Clo du Val Trademark Security Agreement#page8.tif source=Clo du Val Trademark Security Agreement#page9.tif source=Clo du Val Trademark Security Agreement#page10.tif source=Clo du Val Trademark Security Agreement#page11.tif source=Clo du Val Trademark Security Agreement#page12.tif source=Clo du Val Trademark Security Agreement#page13.tif source=Clo du Val Trademark Security Agreement#page14.tif source=Clo du Val Trademark Security Agreement#page15.tif source=Clo du Val Trademark Security Agreement#page16.tif source=Clo du Val Trademark Security Agreement#page17.tif	

Loan # 661000604

RECORDING REQUESTED BY:

BANK OF MARIN
P.O. Box L
Novato, CA 94948
Attention: Margaret Hager

**TRADEMARK, PATENT, COPYRIGHT
AND LICENSE SECURITY AGREEMENT**

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of November 17, 2015, is made by THE CLOS DU VAL WINE COMPANY, LTD., a California corporation (the "Grantor"), having its principal place of business at 5330 Silverado Trail, Napa, CA 94558, in favor of BANK OF MARIN, a California commercial bank (the "Grantee"), having a mailing address of P.O. Box L, Novato, CA 94948.

RECITALS:

A. On or about even date herewith, Grantor has requested, and Grantee has agreed to extend to Grantor, a loan in the maximum principal sum of \$2,800,000.00 (the "Loan") made pursuant to that certain Business Loan Agreement of even date herewith ("Loan Agreement"), executed by Grantor and Grantee, and evidenced by, inter alia, that certain Promissory Note of even date herewith ("Note"), in the principal face amount of \$2,800,000.00, executed by Grantor in favor of Grantee.

B. To induce Grantee to extend the Loan to Grantor, Grantor has agreed to, inter alia, grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.

"Copyrights" means copyrights rights in any work of authorship whether published or unpublished and whether registered or unregistered, all copyright registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties,

Loan # 661000604

damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements granting Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

"Obligations" means the indebtedness of Grantor to Grantee in connection with the Loan, as evidenced by the Loan Agreement, Note, and any and all other agreements, instruments and/or documents executed and/or delivered by Grantor to Grantee in connection therewith (as the same may be amended, restated, supplemented and/or replaced from time to time), including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible thereunder or under this Agreement, and any other or future indebtedness of Grantor owing to Grantee. Specifically, without limitation, Obligations include all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

"Patents" means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Trademarks" means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

"Trade Secrets & Proprietary Information" means all information not generally known to the public for which reasonable steps have been taken to maintain such information secret and confidential information used in connection therewith, including, but not limited to technical data and know-how that includes but is not limited to that which relates to research, product plans, products, services, customers, markets, product performance and repair data, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, and information involving the marketing or finances of Grantor, suppliers and supplier contacts, customers and customer contacts.

Copyrights, Trade Secrets & Proprietary Information, and Licenses made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment, license or transfer of, or an encumbrance on, any of the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses. Grantor further represents and warrants that (i) Schedules A, B, C and D, respectively, list all Trademarks, federally registered Copyrights, Licenses, and Patents owned or used by Grantor and/or which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, (ii) the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement, and (iii) it has delivered copies of all Licenses owned or used by Grantor or any of Grantor's subsidiaries or affiliates.

(b) In the event, prior to the time the Obligations of Grantor to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

5. Rights and Remedies; Application of Monies.

(a) Upon the occurrence of an Event of Default of any or all of Grantor's Obligations to the Grantee, the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and/or (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto, and on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 5, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 5, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Obligations of Grantor to the Grantee, any said Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining Obligations.

(d) This Agreement is made to provide for and secure repayment of the Obligations of Grantor to the Grantee. Grantee's remedies under this Section 5 are not intended to be exclusive, but shall be cumulative of any and all other rights and remedies that Grantee may have hereunder and under applicable law.

6. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the Obligations of Grantor to the Grantee shall have been fully and indefeasibly paid and satisfied, and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Obligations. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement (including, but not limited to, this Agreement), notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon or warranty whatsoever by the Grantee, and all at the cost and expense of Grantor.

7. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

8. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

9. The Grantee's Right to Sue. Whenever Grantor shall have defaulted in any or all of its Obligations to the Grantee, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all lawful documents required by the Grantee in aid of such enforcement.

Loan # 661000604

10. No Waiver; Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

11. Notices, etc. All notices or other communications hereunder shall be given to the Grantee as follows:

Bank of Marin
P.O. Box L
Novato, CA 94948
Attention: Margaret Hager

Notices to the Grantor should be addressed to:

The Clos Du Val Wine Company, Ltd.
5330 Silverado Trail
Napa, CA 94558
Attention: Steven Tamburelli
President and Chief Executive Officer

12. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the greater of the rate(s) provided in the Note, and shall constitute Obligations of Grantor to the Grantee thereunder and, therefore, are or will be secured hereby.

13. Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Obligations of Grantor to the Grantee.

The Grantee agrees that except after the occurrence of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Grantee pursuant to this Section 13.

14. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the

Loan # 661000604

benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

15. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

16. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

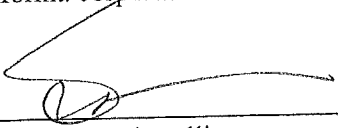
Loan # 661000604

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written.

GRANTOR:

THE CLOS DU VAL WINE COMPANY, LTD.,
a California corporation

By: _____


Steven Tamburelli
President and Chief Executive Officer

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

Loan # 661000604

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.

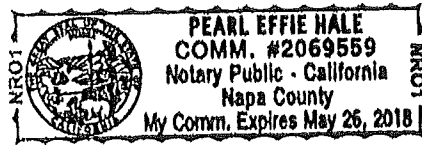
State of California)
County of Napa)

On November 19, 2015, before me, Pearl Effie Hale, a Notary Public, personally appeared Steve Tamburelli, 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 Pearl Effie Hale



Loan # 661000604

SCHEDULE A [CONT.]
to the
Trademark, Patent, Copyright
and License Security Agreement between
Trademarks

United States - 1 Trademark in Process of Registration-Published

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Serial Number</u>	<u>Filing Date/Published Date</u>
The Statesman		86596016	4/13/2015/9/8/2015

THE STATESMAN

United States - 1 Trademark in Process of Registration-Pending

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Serial Number</u>	<u>Filing Date/Published Date</u>
Vindependence		85055988	6/7/2010/pending

VINDEPENDENCE

Canada - 3 Registered Trademarks

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		TMA812444
Clos Du Val [& Design (Wine Label)]		TMA255012
Gran Val		TMA337782

GRAN VAL

SCHEDULE A [CONT.]
to the
Trademark, Patent, Copyright
and License Security Agreement between

Trademarks

Canada - 1 Trademark Abandoned

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Application Number</u>	<u>Filing Date</u>
Clos Du Val [& Design]		0682994	5/13/1991



France - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val [& Design (Three Graces)]		1629317



Japan - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val [& Design (Three Graces)]		2656807

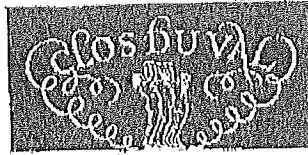


SCHEDULE A [CONT.]
to the
Trademark, Patent, Copyright
and License Security Agreement between

Trademarks

United Kingdom - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val [& Design (Three Graces)]		1464119



Australia – 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

China (People's Republic) – 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

European Community – 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Int'l Registration-Madrid Protocol Only – 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

SCHEDULE A [CONT.]
to the
Trademark, Patent, Copyright
and License Security Agreement between

Trademarks

Korea, Republic of – 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Norway – 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Russian Federation - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Singapore - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Switzerland - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Vietnam - 1 Registered Trademark

<u>Mark</u>	<u>Design/Mark (if any)</u>	<u>Registration Number</u>
Clos Du Val		944359

Loan # 661000604

SCHEDULE B
to the
Trademark, Patent, Copyright
and License Security Agreement

Copyrights

Loan # 661000604

SCHEDULE C
to the
Trademark, Patent, Copyright
and License Security Agreement

Licenses Granted by Third Parties in Favor of Grantor

Loan # 661000604

SCHEDULE D
to the
Trademark, Patent, Copyright
and License Security Agreement

Patents