

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363510

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	700518299

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frog's Leap Winery		09/21/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America
Street Address:	2998 Douglas Blvd, Suite 225
City:	Roseville
State/Country:	CALIFORNIA
Postal Code:	95661
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3215626	FROG'S LEAP

CORRESPONDENCE DATA

Fax Number: 2066251627

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: 2066251711

Email: JPARADISE@PCSLEGAL.COM

Correspondent Name: PEPPE CANTU SCHMIDT PLLC

Address Line 1: ATTN: THOMAS L. PALOTAS

Address Line 2: 1000 SECOND AVENUE, SUITE 2950

Address Line 4: SEATTLE, UNITED STATES 98104

NAME OF SUBMITTER:	Jayna Paradise	11/24/2015 DTTMREEL 00000007 3215626
SIGNATURE:	/jp/	40.00 0P
DATE SIGNED:	11/24/2015	01 FC:4521

Total Attachments: 4

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COLLATERAL ASSIGNMENT OF REGISTERED TRADEMARK

This COLLATERAL ASSIGNMENT OF REGISTERED TRADEMARK (this "Assignment") dated September 21, 2015, is made by FROG'S LEAP WINERY, a California corporation, ("Borrower") for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Lender").

Recitals

- A. Lender is making a loan (the "2015 Loan") in the principal amount of \$11,500,000 to Borrower and has an existing loan to Borrower (the "2006 Loan") in the original principal amount of \$12,500,000 as described in the 2015 Loan - Final Term Sheet dated July 10, 2015, and the 2015 Rate Lock Letter dated July 10, 2015, relating to the 2015 Loan. The 2015 Loan and the 2006 Loan (together, the "Loan") are made pursuant to the Loan Agreement (the "Loan Agreement") dated on or about the same as this Assignment and entered into between Borrower and Lender, and is secured by the 2015 Amended & Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements (the "Deed of Trust") dated the same as this Assignment and executed by Borrower for the benefit of Lender.
- B. Assignor is the owner of the following trademark (the "Trademark") registered with the United States Patent and Trademark Office (the "PTO"): "FROG'S LEAP", PTO Registration No. 3215626, and includes, without limitation, all rights to use the Trademark 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 Borrower may use such name, together with all additions to, and substitutions, renewals, replacements, products and proceeds of the foregoing.
- C. Lender is willing to make the 2015 Loan to Borrower only if Borrower enters into this Agreement.

Agreement

Borrower agrees as follows.

1. Assignment. Borrower assigns, grants and transfers to Lender all right, title and interest of Borrower in, to and under the Trademark and authorizes Lender to record this Assignment with the U.S. Patent and Trademark Office.
2. Definitions; Secured Obligations. Capitalized terms not otherwise defined in this Assignment have the meanings defined in the Loan Agreement. The obligations secured by this Assignment (the "Secured Obligations") are the "Secured Obligations" as defined in the Deed of Trust which includes payment of Loan.
3. Collateral Nature of Assignment. For so long as there is no Event of Default (defined below) under this Assignment, Borrower shall have the right to assert and use the Trademark and secure all other rights and benefits provided by virtue of Borrower's ownership of the Trademark, subject to all of Borrower's covenants set forth in this Assignment.
4. Borrower's Representations and Warranties. Borrower represents and warrants to Lender as follows: (a) Borrower has sole title to the Trademark and the full right and power to assign the Trademark. (b) No other person has any right, title, or interest in, under or to the Trademark. (c) To the best of Borrower's knowledge, there is no pending or threatened infringement of the Trademark. (d) Borrower has not previously sold, assigned, licensed, transferred, hypothecated or pledged any of its interests in the Trademark. (e) No consent, license, approval, or authorization is

required to be obtained by Borrower 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 Trademark, and upon recordation in the PTO, a perfected security interest in the Trademark, enforceable against Borrower and all third parties, and is senior and superior in right to any claim, existing or future, which Borrower or any third party may have with respect to the Trademark.

5. **Borrower's Covenants.** Borrower covenants and agrees, at the sole cost and expense of Borrower, as follows: (a) Borrower shall enforce all rights afforded by the Trademark, and appear in and defend any action or proceeding arising under, arising out of, or in any other manner connected with the Trademark or its infringement, and, on request by Lender, shall do so in the name and on behalf of Lender but at the expense of Borrower. (b) Borrower shall pay all Costs of Lender, including Attorney Fees, in any action or proceeding in which Lender may appear in connection with the Trademark or the enforcement of Lender's rights or remedies under this Assignment. (c) Borrower shall not pledge, transfer, mortgage, license, or otherwise encumber, hypothecate, or assign the Trademark during the term of this Assignment. (d) Borrower shall maintain the Trademark in full force and effect and to timely renew the Trademark for the maximum periods permitted by law. (e) Borrower shall not abandon the Trademark or take any other action which materially diminishes the value or benefit of the Trademark to Borrower. (f) Borrower shall not waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge any party infringing on the rights afforded by the Trademark.
6. **Events of Default.** Any one or more of the following is an "*Event of Default*" hereunder: (a) Any representation or warranty of Borrower in this Assignment is found to be false or misleading when made. (b) Borrower fails to observe or perform any obligation, term, covenant, condition, representation, or warranty contained in this Assignment. (c) Borrower abandons the Trademark. (d) There is an Event of Default under 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 Trademark, and Borrower 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 Trademark. In addition, if there is an Event of Default, Borrower hereby grants to Lender the following rights:
 - (a) Lender shall have the right, but not the obligation, upon any failure of Borrower 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 Trademark. Borrower 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 Secondary Interest Rate under the Note.
 - (b) Lender shall have all rights and benefits of the Trademark otherwise accruing to Borrower, including the right to use the name covered thereby. Borrower hereby appoints Lender as Borrower's attorney-in-fact, effective upon an Event of Default, such power being coupled with an interest and irrevocable, to sign the name of Borrower and to bind Borrower on all papers and documents relating to the Trademark.
 - (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 Deed of Trust, or the other Loan Documents, or otherwise available at law or in equity.
8. **Indemnity.** Borrower agrees to Indemnify Lender 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

Trademark, including without limitation, any claim advanced or alleged in an infringement or invalidity proceeding relating to the Trademark, 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 Trademark. Borrower's Indemnity obligations under this Section 8 is an "Indemnified Claim" under the Loan Agreement. Should Lender incur any such liability, loss, damage, expense, or any other Costs in the defense of any such Indemnified Claim, the amount of such liability, Costs, or expense (including Attorney Fees) with interest thereon at the Default Rate (as defined in the Loan Agreement) shall be payable by Borrower immediately on demand, and the payment is secured by the Deed of Trust.

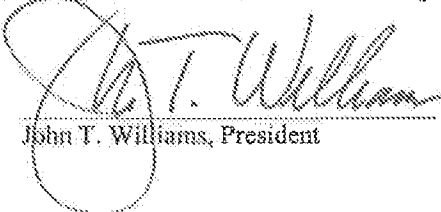
9. Termination of Assignment. On payment in full of the Indebtedness and satisfaction of all other Secured Obligations, this Assignment shall terminate except for the provisions of Section 8, which shall continue in effect. However, the affidavit, certificate, or statement of any officer or other authorized 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 Borrower 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 Deed of Trust.
 - (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 (as defined in the Loan Agreement, and all such amounts shall bear interest at the Default Rate specified in the Loan Agreement.
- (h) Integration; Amendment. This Assignment contains or expressly incorporates by reference the entire and exclusive agreement of the parties with respect to the assignment of the Trademark 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 Borrower 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.

IN WITNESS WHEREOF, this Assignment has been duly executed by Borrower as of the date first written above.

FROG'S LEAP WINERY, a California corporation

By:


John T. Williams, President

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)
) ss.
COUNTY OF Napa)

On September 28, 2015, before me, L. Tschida, Notary Public, personally appeared John T. Williams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

(notary stamp or seal)

WITNESS my hand and official seal.


Notary Public

