

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams & Selyem, LLC		03/04/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77932025	DRAKE ESTATE VINEYARD	
Serial Number:	86251231	EASTSIDE ESTATE VINEYARD	
Serial Number:	77250593	EASTSIDE ROAD NEIGHBORS	
Serial Number:	78279188	WESTSIDE ROAD NEIGHBORS	
Serial Number:	74136641	WILLIAMS SELYEM	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	(678) 553-2601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	123235.015200		
NAME OF SUBMITTER:	LaShana C. Jimmar		
SIGNATURE:	/LaShana C. Jimmar/		

CH \$140.00 77932025

DATE SIGNED:	03/09/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of March 4, 2016, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), as Lender (together with its permitted successors and assigns, “*Lender*”).

W I T N E S S E T H:

WHEREAS, PEBBLE RIDGE VINEYARDS & WINE ESTATES, LLC, a California limited liability company (“*Pebble Ridge*”), and WILLIAMS & SELYEM, LLC, a California limited liability company (“*Williams*”; together with Pebble Ridge, each, individually, a “*Borrower*”, and collectively, “*Borrowers*”), and Lender have entered into that certain Second Amended and Restated Credit Agreement dated as of March 4, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, Lender is willing to make (or continue to make) the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Amended and Restated Consolidated Pledge and Security Agreement dated as of March 4, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Lender a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Lender within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

WILLIAMS & SELYEM, LLC,
a California limited liability company

By: Pebble Ridge Vineyards & Wine Estates, LLC,
a California limited liability company,
Manager

By: Pebble Ridge Vineyards, Inc.,
a California corporation,
Manager

By: 
Name: Alan Rivera
Title: Vice President

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Lender

By: 
Name: Gillian Dickson
Title: Executive Director

By: 
Name: Jana Dombrowski
Title: Executive Director

SCHEDULE I

TRADEMARKS

Country File No.	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner
China 077016-0841153	WILLIAMS SELYEM	Registered	(IR1122214) May 21, 2012	1122214 May 21, 2012	Williams & Selyem, LLC
Hong Kong 077016-0841574	WILLIAMS SELYEM	Registered	302260296 May 24, 2012	302260296 May 24, 2012	Williams & Selyem, LLC
International Bureau (WIPO) 077016-0841153	WILLIAMS SELYEM	Registered	1122214 May 21, 2012	1122214 May 21, 2012	Williams & Selyem, LLC
Republic of Korea 077016-0841153	WILLIAMS SELYEM	Registered	(IR1122214) May 21, 2012	1122214 May 21, 2012	Williams & Selyem, LLC
United States of America 077016-0782501	DRAKE ESTATE VINEYARD	Registered	77932025 Feb 9, 2010	3892354 Dec 21, 2010	Williams & Selyem, LLC
United States of America 077016-0906391	EASTSIDE ESTATE VINEYARD	Allowed	86251231 Apr 14, 2014		Williams & Selyem, LLC
United States of America 077016-0730813	EASTSIDE ROAD NEIGHBORS	Registered	77250593 Aug 8, 2007	3880246 Nov 23, 2010	Williams & Selyem, LLC, dba/aka Williams & Selyem Winery
United States of America 077016-0668147	WESTSIDE ROAD NEIGHBORS	Registered	78279188 Jul 25, 2003	2953527 May 17, 2005	Williams & Selyem, LLC dba Williams & Selyem Winery
United States of America 077016-0496960	WILLIAMS SELYEM	Registered	74136641 Feb 5, 1991	1668752 Dec 17, 1991	Williams Selyem Winery, dba Williams & Selyem Winery