

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEADOWOOD ASSOCIATES, A LIMITED PARTNERSHIP		08/05/2016	Limited Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE HG 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3843730	THE NAPA VALLEY RESERVE
Registration Number:	3122557	THE NAPA VALLEY RESERVE
Registration Number:	3056182	THE NAPA VALLEY RESERVE
Registration Number:	3165896	THE NAPA VALLEY RESERVE
Registration Number:	2973372	THE NAPA VALLEY RESERVE
Registration Number:	2973373	THE NAPA VALLEY RESERVE
Registration Number:	1978187	MEADOWOOD
Registration Number:	2869065	MEADOWOOD NAPA VALLEY
Registration Number:	2918581	MEADOWOOD NAPA VALLEY
Registration Number:	3070481	THE SYMPOSIUM FOR PROFESSIONAL WINE WRIT
Registration Number:	3768546	THE TWELVE DAYS OF CHRISTMAS
Registration Number:	4691404	ESTATE EVENTS
Registration Number:	3392270	IN THE SHADE OF THE VINES

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4790

TRADEMARK

Email: IPTEAM@NATIONALCORP.COM
Correspondent Name: PAUL TATE
Address Line 1: 1025 VERMONT AVENUE, NW
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F160182

NAME OF SUBMITTER: Matthew R. Pierce

SIGNATURE: /Matthew R. Pierce/

DATE SIGNED: 08/08/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of August 5, 2016, is entered into by the signatory hereto (the "*Grantor*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of August 5, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of August 5, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), by and among the Grantor, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, no security interest shall be granted in any United States "intent to use" trademark application to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such "intent to use" trademark applications under applicable federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Suzann Russell

Name: Suzann Russell

Title: Director

GRANTOR:

MEADOWOOD ASSOCIATES, A LIMITED PARTNERSHIP,
a California limited partnership

By: 

H. William Harlan II
Authorized Signatory

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
PTO	3843730	9/7/2010	6/3/2009	Meadowood Associates, a Limited Partnership	The Napa Valley Reserve
PTO	3122557	8/1/2006	6/3/2003	Meadowood Associates, a Limited Partnership	The Napa Valley Reserve
PTO	3056182	1/31/2006	6/3/2003	Meadowood Associates, a Limited Partnership	The Napa Valley Reserve
PTO	3165896	10/31/2006	6/3/2003	Meadowood Associates, a Limited Partnership	The Napa Valley Reserve
PTO	2973372	7/19/2005	6/3/2003	Meadowood Associates, a Limited Partnership	The Napa Valley Reserve
PTO	2973373	7/19/2005	6/3/2003	Meadowood Associates, a Limited Partnership	The Napa Valley Reserve
PTO	1978187	6/4/1996	5/16/1995	Meadowood Associates, a Limited Partnership	Meadowood
PTO	2869065	8/3/2004	10/1/2003	Meadowood Associates, a Limited Partnership	Meadowood Napa Valley
PTO	2918581	1/18/2005	10/1/2003	Meadowood Associates, a Limited Partnership	Meadowood Napa Valley
PTO	3070481	3/21/2006	10/27/2004	Meadowood Associates, a Limited Partnership	The Symposium for Professional Wine Writers at Meadowood Napa Valley
PTO	3768546	7/7/2009	9/17/2008	Meadowood Associates, a Limited Partnership	The Twelve Days of Christmas
PTO	4691404	2/24/2015	6/9/2014	Meadowood Associates, a Limited Partnership	Estate Events
PTO	3392270	3/4/2008	12/20/2004	Meadowood Associates, a Limited Partnership	In the Shade of the Vines