

09/20/2016



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Type the Director of the U. S. Patent and Trade

ents or the new address(es) below.

1. Name of conveying party(ies):

Quaterna, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 22, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Brian Nuss

Street Address: 800 Vallejo Street

City: Napa

State: California

Country: U.S.A.

Zip: 94559

- Individual(s) Citizenship U.S.A.
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3,405,288

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Twenty Rows

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Priscillia B. de Muizon

Internal Address: Coombs & Dunlap, LLP

Street Address: 1211 Division Street

City: Napa

State: CA Zip: 94559

Phone Number: (707) 252-9100

Docket Number: (707) 252-8516

Email Address: pdemuizon@coombslaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/20/2016 DTIMBERL 00000010 3405288

Deposit Account Number _____ 40.00 UP

Authorized User Name _____

9. Signature:

Priscillia B. de Muizon
Signature

September 9, 2016
Date

Priscillia B. de Muizon

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005882 FRAME: 0685

Continuation of the Information in Item #1 (Name of Conveying Party(ies):

Fior di Sole, LLC, a California Limited Liability Company

JUNIOR SECURITY AGREEMENT

THIS JUNIOR SECURITY AGREEMENT, is made as of this 11th day of July 2016, by and between QUATERNA, LLC, a California limited liability company ("Debtor"), and BRIAN NUSS ("Secured Party"). All of the parties to this Security Agreement are sometimes referenced herein as the "Parties," and each, a "Party".

1. Creation of Subordinate Security Interest. The Debtor hereby assigns to the Secured Party, and grants the Secured Party a present, subordinate, security interest in, the Collateral (defined below) to secure performance of the Debtor's obligations under:

a. Section 3(b) of the Amended and Restated Master Agreement between the Parties, among others, dated of even date herewith ("A&R Master Agreement"), under which Debtor grants to the Secured Party a forty percent (40%) interest in the future proceeds from sale of the Twenty Rows Business (defined in the A&R Master Agreement) or of the Fair Market Value (defined in the A&R Master Agreement) of the Twenty Rows Business, as set forth in Paragraph 3(b).

b. Secured Party's security interest shall at all times be subordinate to the security interest in the Collateral held by Debtor's and Debtor's affiliate's lender, Umpqua Bank ("Umpqua") and Secured Party shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Section 1(b).

2. Collateral. The security interest hereinabove created shall cover all of Debtor's right, title and interest in, to and under the following property: the trademark "TWENTY ROWS" registered on April 1, 2008 with the United States Patent and Trademark Office (Registration No. 38,405,288) (the "Mark"), all goodwill associated with the Mark, current and future vintages of Twenty Rows wine, and accounts receivable from sales of Twenty Rows wine (collectively, the "Collateral").

3. Protection of Collateral.

a. **Sale or Transfer.** Except in the ordinary course of business, the Debtor will not sell or offer to sell, or otherwise transfer the Collateral, or any part thereof, or any interest therein, without the prior written consent of the Secured Party. In the event that the Collateral, or any part of it, is sold or offered to be sold or conveyed without such consent, voluntarily or involuntarily, all obligations secured by this Agreement irrespective of the maturity dates expressed therein, shall at the election of the Secured Party be deemed to be in default. Such election shall not preclude the use of any remedies otherwise available to the Secured Party.

b. **Protection of Collateral.** The Debtor shall not use the Collateral in violation of any statute or ordinance, and the Secured Party shall have the right on reasonable advance notice to examine and inspect the Collateral. The Debtor shall at all times insure the wine included in the Collateral consistent with the manner in which Debtor currently insures such

wine.

4. Default. The occurrence of any of the following shall be deemed a default by the Debtor:

- a. Default in the payment to the Secured Party when due of any payment obligation under Section 3(b) of the A&R Master Agreement;
- b. The making of any false statement or representation for purposes of this Agreement;
- c. Insolvency of the Debtor or the making of an assignment for the benefit of its creditors;
- d. The commencement of any proceeding by or against the Debtor under any bankruptcy, reorganization, arrangement, readjustment of debt, or moratorium law or statute;
- e. The issuance of any writ of attachment, garnishment, execution, or other legal process against the Collateral; or
- f. The making of any assessment for taxes against the Collateral, by the federal or state government or any department of these governments.

5. Remedies. On the Debtor's default, the Secured Party may exercise any or all of his or her rights and remedies under the California Commercial Code, subject to Umpqua's first priority lien against the Collateral as described herein. In addition, on Debtor's default and subject to Umpqua's first priority lien against the Collateral as described herein the Secured Party may require the Debtor to assemble and collect the Collateral and to make it available to the Secured Party or render it unusable. All rights and remedies of the Secured Party shall be cumulative and may be exercised successively or concurrently and without impairing the Secured Party's security interest in the Collateral.

6. Reimbursement of Expenses. The Debtor will reimburse the Secured Party for any loss, cost, or expense (including, but not limited to, reasonable attorneys' fees and legal expenses) incurred by the Secured Party in connection with the Debtor's default under this Agreement or in connection with the Secured Party's exercise of any right or remedy under Section 5 of this Agreement.

7. No Waiver. Irrespective of default, the Secured Party may delay or decline to exercise any right or remedy under this Agreement without waiving any right or remedy, unless it gives the Debtor a signed waiver in express terms.

8. Assignment. Neither party may assign this Security Agreement without the express prior written consent of the other party; however, pursuant to Paragraph 11(c) of the A&R Master Agreement Debtor may assign its interest in the Collateral and in this Agreement to DSV, LLC, a

California limited liability company, on the condition that DSV, LLC assumes all obligations of Debtor under the Master Agreement and this Agreement.

9. Additional Documentation. The Secured Party may execute and file a California UCC-1 financing statement and other documents necessary in order to perfect the security interest under the Security Agreement against the rights or interests of third persons, so long as Secured Party does so in a manner that ensures its lien against the Collateral is at all times subordinate to the lien in the Collateral held by Umpqua and Secured Party provides Umpqua with prior written notice and reasonably cooperates with Umpqua.

10. General Provisions. This Agreement shall be governed by the laws of the State of California and shall bind and inure to the benefit of the parties hereto, their successors and assigns.

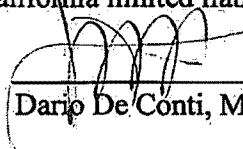
[Signatures on following page]

WITNESS the following signatures.

DEBTOR:

QUATERNA, LLC,
a California limited liability company

By:



Dario De Conti, Manager

SECURED PARTY:

Brian Nuss

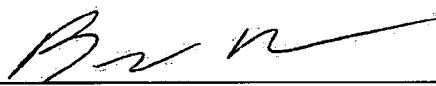
WITNESS the following signatures.

DEBTOR:

QUATERNA, LLC,
a California limited liability company

By: _____
Dario De Conti, Manager

SECURED PARTY:



Brian Nuss