

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOS LA CHANCE WINES, LLC		05/10/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 SOUTH ALMADEN BLVD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4932214	WHISPER OF OAK	
Registration Number:	4575982	WINESHINE	
Registration Number:	4662203		
Registration Number:	4366783	COUGAR JUICE	
Registration Number:	4184618	MOMMYJUICE	
Registration Number:	4113362	VEGAN VINE	
CORRESPONDENCE DATA			
Fax Number:	6502825598		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/13/2017		

OP \$165.00 4932214

Total Attachments: 3

source=Trademark Security Agreement Clos LaChance#page1.tif

source=Trademark Security Agreement Clos LaChance#page2.tif

source=Trademark Security Agreement Clos LaChance#page3.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of May 16, 2017 by and between CLOS LA CHANCE WINES, LLC, a California limited liability company ("Grantor") and HERITAGE BANK OF COMMERCE, a California corporation ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Business Loan Agreement (Asset Based) by and between Lender and Grantor dated on or around the date hereof and as amended from time to time, the "Loan Agreement"; and Borrower's obligations thereunder are secured by a grant of security interest in the Collateral (as defined and set forth in that certain Commercial Security Agreement by and between Grantor and Lender dated on or around the date hereof (the "Security Agreement"). Capitalized terms used but not defined herein have the meaning assigned to them in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Intellectual Property Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's trademarks listed on Exhibit A and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) (the "Intellectual Property Collateral"). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement and Security Agreement; and the grant of security interest herein, and the right, power and remedy of Lender related thereto, shall not limit, impair or preclude any rights, powers and remedies available to Lender under the Loan Agreement, the Security Agreement or any other right, power or remedy available to Lender under any Related Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

1 Hummingbird Lane
San Martin, CA 95046
Attn:

CLOS LACHANCE WINES, LLC

By: Walter J. Murphy
Print Name: Walter J. Murphy
Title: CEO

Address of Lender:


150 South Almaden Blvd.
San Jose, California 95113
FAX: (408)947-6910
Attn:

HERITAGE BANK OF COMMERCE

By: Matthew C. Jamison
Print Name: MATTHEW C. JAMISON
Title: SVP/CREDIT ADMIN.

EXHIBIT A

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application /Registration Date</u>
WHISPER OF OAK	86739363	4932214	April 5, 2016
WINESHINE	86166146	4575982	July 29, 2014
	86155695	4662203	December 30, 2014
COUGAR JUICE	85560256	4366783	July 16, 2013
MOMMYJUICE	76707655	4184618	August 7, 2012
VEGAN VINE	76707654	4113362	March 20, 2012