

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEELBIRD GHETTO PROPERTIES LLC		10/03/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BANK OF MARIN		
Street Address:	P.O. Box L		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94948		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3166794	THE WHITE KNIGHT	
Registration Number:	3181971	HEY MAMBO	
Registration Number:	3230932	PLUNGERHEAD	
Registration Number:	3454858	LEESE FITCH	
Registration Number:	3493362	MOOBUZZ	
CORRESPONDENCE DATA			
Fax Number:	3236512577		
<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:	3238521000		
Email:	sbarnett@frandzel.com		
Correspondent Name:	Patricia Trendacosta/Sandy Barnett		
Address Line 1:	1000 Wilshire Blvd., 19th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2427		
NAME OF SUBMITTER:	Patricia Trendacosta		
SIGNATURE:	/s/ Patricia Trendacosta		
DATE SIGNED:	10/27/2017		
Total Attachments: 16			
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Loan # 616000014

RECORDING REQUESTED BY:

BANK OF MARIN
P.O. Box L
Novato, CA 94948
Attention: Cheryl Cinelli

**TRADEMARK, PATENT, COPYRIGHT
AND LICENSE SECURITY AGREEMENT**

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of October 3, 2017, is made by STEELBIRD GHETTO PROPERTIES LLC, a California limited liability company (the "Grantor"), having its principal place of business at having its principal place of business at 19150 Sonoma Highway, Sonoma, California 95476, in favor of BANK OF MARIN, a California commercial bank (the "Grantee"), having a mailing address of P.O. Box L, Novato, CA 94948.

RECITALS:

A. Grantee has agreed to make one or more loans (the "Loan") to 3 BADGE BEVERAGE CORPORATION ("Borrower"), the maximum principal sum not to exceed \$7,250,000.00 (collectively, the "Loan") made pursuant to, inter alia, that certain Business Loan Agreement (Asset Based) of even date herewith ("Loan Agreement"), executed by Borrower and Grantee, and

B. To induce Grantee to extend the Loan to Borrower, Grantor has agreed to, inter alia, grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.

"Copyrights" means copyrights rights in any work of authorship whether published or unpublished and whether registered or unregistered, all copyright registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including,

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without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Intellectual Property Collateral” has the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” means license agreements granting Grantor any interest in Copyrights, Patents, Trademarks, and Trade Secrets & Proprietary Information and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

“Obligations” means the indebtedness of Grantor to Grantee in connection with the Loan, as evidenced by the Loan Agreement, any promissory notes, and any and all other agreements, instruments and/or documents executed and/or delivered by Grantor to Grantee in connection therewith (as the same may be amended, restated, supplemented and/or replaced from time to time), including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible thereunder or under this Agreement, and any other or future indebtedness of Grantor owing to Grantee. Specifically, without limitation, Obligations include all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

“Patents” means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Trademarks” means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Trade Secrets & Proprietary Information” means all information not generally known to the public for which reasonable steps have been taken to maintain such information secret and confidential information used in connection therewith, including, but not limited to technical data and know-how that includes but is not limited to that which relates to research, product plans, products, services, customers, markets, product performance and repair data, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, and information involving the marketing or finances of Grantor, suppliers and supplier contacts, customers and customer contacts.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement. Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Obligations of Borrower to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

(i) all Trademarks of Grantor including, without limitation, the Trademarks listed on Schedule A hereto;

(ii) all Copyrights of the Grantor including, without limitation, the Copyrights listed on Schedule B hereto;

(iii) all Licenses of Grantor including, without limitation, the Licenses listed on Schedule C hereto; and

(iv) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks;

(v) all Patents of the Grantor including, without limitation, the patents listed on Schedule D hereto; and

(vi) all Trade Secrets & Proprietary Information of the Grantor;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. [Intentionally Omitted]

4. Representations and Warranties; New Intellectual Property.

(a) Grantor represents and warrants that it has the full right and power to grant the security interests provided for in this Agreement in the Trademarks, Patents, Copyrights, Trade Secrets & Proprietary Information, and Licenses made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment, license or transfer of, or an encumbrance on, any of the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses. Grantor further represents and warrants that (i) Schedules A lists all Trademarks, federally registered Copyrights, Licenses, and Patents owned or used by Grantor and/or which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, (ii) the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement, and (iii) it has

delivered copies of all Licenses owned or used by Grantor or any of Grantor's subsidiaries or affiliates.

(b) In the event, prior to the time the Obligations of Grantor to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending Schedule A to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

5. Rights and Remedies; Application of Monies.

(a) Upon the occurrence of an Event of Default of any or all of Grantor's Obligations to the Grantee, the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and/or (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto, and on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 5, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 5, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Obligations of Grantor to the Grantee, any said Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining Obligations.

(d) This Agreement is made to provide for and secure repayment of the Obligations of Grantor to the Grantee. Grantee's remedies under this Section 5 are not

intended to be exclusive, but shall be cumulative of any and all other rights and remedies that Grantee may have hereunder and under applicable law.

6. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the Obligations of Grantor to the Grantee shall have been fully and indefeasibly paid and satisfied, and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Obligations. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement (including, but not limited to, this Agreement), notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon or warranty whatsoever by the Grantee, and all at the cost and expense of Grantor.

7. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

8. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

9. The Grantee's Right to Sue. Whenever Grantor shall have defaulted in any or all of its Obligations to the Grantee, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents, Trade Secrets & Proprietary Information and Licenses, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all lawful documents required by the Grantee in aid of such enforcement.

10. No Waiver; Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

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11. Notices, etc. All notices or other communications hereunder shall be given to the Grantee as follows:

Bank of Marin
P.O. Box L
Novato, CA 94948
Attention: Cheryl Cinelli

Notices to the Grantor should be addressed to:

STEELBIRD GHETTO PROPERTIES LLC
19150 Sonoma Highway
Sonoma, CA 95476
Attention: _____

12. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the greater of the rate(s) provided in the Note, and shall constitute Obligations of Grantor to the Grantee thereunder and, therefore, are or will be secured hereby.

13. Attorney-in-Fact. Grantor hereby constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact from time to time during the existence of an Event of Default for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, as the Grantee may deem necessary or advisable to accomplish the purposes hereof and not inconsistent with the express provisions of this Agreement, which appointment is an agency coupled with an interest and is irrevocable for the term hereof as more particularly set forth in Section 6, above.

14. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

15. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other

similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

16. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

19. Suretyship Waivers

Grantor is not liable under the Loan, but Grantor is executing this Agreement at the request of and as an accommodation to Borrower. In consideration for the financial accommodations extended by Lender to or at the request of Borrower, Grantor agrees as follows:

1. At any time, in such manner and from time to time, upon such terms and at such times as it considers best and with or without notice to Grantor, and without affecting Grantor's continuing liability hereunder, Grantor authorizes Lender to (i) change the time or manner of payment of any of the obligations of Borrower under the Loan by renewal, extension, acceleration or otherwise, (ii) alter or change any other provision under the Loan including the rate of interest thereon, (iii) accept partial payment on any of the obligations under the Loan, (iv) accept new or additional instruments, agreements or documents relative to any of the obligations under the Loan, (v) release, substitute or add one or more endorsers, cosigners or guarantors therefor, (vi) amend or modify the terms of the Loan, including the maximum liability thereunder, (vii) obtain collateral for the payment of any obligations under the Loan; (viii) waive, release, exchange, substitute, release or modify, in whole or in part, existing or after-acquired collateral securing payment of the obligations under the Loan on such terms as Lender at its sole discretion shall determine, (ix) subordinate payment of all or any part of the obligations under the Loan to other creditors of Borrower or other persons on such terms as Lender deems appropriate, (x) apply any sums received from Borrower, endorser or cosigner or from the sale or collection of collateral or its proceeds to any indebtedness whatsoever in any order and regardless of whether or not such indebtedness is secured hereby, is secured by collateral or is due and payable, (xi) apply any sums received from Grantor or from the sale of any collateral under the Security Agreement to any, all, or any portion of the obligations under the Loan in any order regardless of whether said obligations are due and payable, and (xii) exercise any right or remedy it may have with respect to any obligations under the Loan or any collateral securing any such obligations, this Agreement or any guaranty, including bidding and purchasing at any sale of any such collateral, and compromising, collecting or otherwise liquidating any collateral or any obligations.

2. Grantor hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors generally and agrees not to assert or take advantage of any such rights or remedies, including, without limitation: (a) any right provided by any statute or decision to require Lender to proceed against Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Grantor; (b) any defense based upon an election of remedies by Lender, including, without limitation, the marshaling of assets (or any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal); and (c) to the extent permitted by applicable law, the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to otherwise proceed against any person or entity obligated for payment of the Indebtedness, after any foreclosure or trustee's sale of any security for the Indebtedness. Grantor further waives and agrees not to assert or claim at any time any deductions to the amounts secured under this Agreement for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Borrower, Grantor, or any of them.

3. Grantor acknowledges that Grantor may have certain rights under applicable law which, if not waived by Grantor, might provide Grantor with defenses against Grantor's liability under this Agreement. Among those rights are certain rights of subrogation, reimbursement, indemnification and contribution, and rights provided in sections 2787 to 2855, inclusive, of the California Civil Code ("CC"). Grantor waives all of Grantor's rights of subrogation, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to Grantor by reason of any or all of CC §§ 2787 to 2855, inclusive, including, without limitation, Grantor's rights:

(a) To require Lender to notify Grantor of any default by Borrower, provide Grantor with notice of any private or public sale or other disposition of security for the Loan, including any notice of the terms, time and place of any such sale or other disposition, disclose information with respect to the Loan, Borrower, or any other Grantor, co-signer or endorser, or with respect to any collateral;

(b) That Grantor's obligation under this Agreement must be commensurate with that of Borrower;

(c) To be discharged based upon the absence of any liability of Borrower, at any time, by virtue of operation of law, or otherwise, or due to any other disability or defense of Borrower or any other guarantor, endorser or co-signer;

(d) To be discharged if any of the terms, conditions or provisions of the Loan are altered in any respect;

(e) To be discharged upon acceptance by Lender of anything in partial satisfaction of the Loan, and/or if Lender designates the portion of the Loan to be satisfied;

(f) To be discharged upon any modification of the Loan or the release by Lender of Borrower or any other guarantor, endorser or co-signer;

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(g) To require Lender to proceed against or release Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Lender's power;

(h) To receive the benefit of or participate in any and all security for repayment and/or performance of the Loan;

(i) To have any security for the Loan first applied to satisfy or discharge the Loan;

(j) That any arbitration award rendered against Borrower not constitute an award against Grantor;

(k) To be discharged based upon any failure by Lender to perfect or continue perfection of any lien, use due diligence to collect all or any portion of the Loan, or if recovery against Borrower becomes barred by any statute of limitations, or if Borrower is not liable for any deficiency after Lender realizes upon any collateral; and

(l) To be discharged due to the release or discharge of any collateral for all or any portion of the Loan or guaranty, or relating to the validity, value or enforceability of any collateral.

Grantor further waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Agreement, notices of the existence, creation or incurring of any new or additional obligations, and all other notices and demands of any kind or nature whatsoever except as expressly set forth herein, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional obligations or of any action or non-action on the part of Borrower, Lender, any endorser, any creditor of Borrower or Grantor under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of Borrower held by Lender as collateral or in connection with any such indebtedness.

4. Grantor, by execution hereof, represents and warrants to Lender that the relationship between Grantor and Borrower is such that Grantor has access to all relevant facts and information concerning the indebtedness under the Loan and Borrower, and each of them, and that Lender can rely upon Grantor having such access. Grantor waives and agrees not to assert any duty on the part of Lender to disclose to Grantor any facts that it may now or hereafter know about Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Grantor intends to assume or has reason to believe that such facts are unknown to Grantor or has a reasonable opportunity to communicate such facts to Grantor. Grantor is fully responsible for being and keeping informed of the financial condition of Borrower and all circumstances bearing on the risk of non-payment of any indebtedness of Borrower to Lender.

5. Grantor acknowledges that all or a portion of the present or future obligations of Borrower to Lender is or may be secured by deeds of trust or mortgages covering certain interest in real property. Grantor understands that the exercise by Lender of certain rights and remedies contained in deed(s) of trust or other loan documents executed by or to be executed by Borrower

or any other person or Lender's purchase or other acquisition of any real property or personal property collateral may impair, diminish, affect or eliminate Lender's rights against Borrower or any guarantor, endorser or co-signor including, without limitation, the right to seek and obtain a money judgment against Borrower and, therefore, Grantor's right of subrogation to seek a money judgment against Borrower or any such other party. Grantor further acknowledges that if Lender fails to bring an action against Borrower to obtain a deficiency judgment within the time required by California Code of Civil Procedure ("CCP") §580a or §726, Lender may be barred from seeking a money judgment against Borrower.

6. (a) Grantor acknowledges that (i) if Lender forecloses on real property collateral by non-judicial sale, Borrower will and any guarantor, endorser or co-signor may, by virtue of CCP §580d, no longer be liable for a money judgment on the obligation secured by any deed(s) of trust, mortgage(s) or other documentation executed by Borrower or any other person, and (ii) if Lender takes any action against Borrower or against Borrower's property, involuntarily other than by non-judicial foreclosure or by judicial foreclosure pursuant to CCP §726, including setoff or other self-help remedies, Lender may be prohibited, in certain circumstances, from pursuing Borrower or any other obligated party, for any money judgment upon the obligations under the Loan, and may, in certain circumstances, be barred from pursuing recovery from any real or personal property collateral for said obligations.

(b) Grantor further acknowledges that the exercise of any such rights and remedies by Lender, or any other action by Lender as hereinabove described, may also affect or eliminate Grantor's right of subrogation to seek a money judgment or Grantor's right to enforce other rights against Borrower or such other parties. Grantor may, therefore, succeed to a partially or totally non-reimbursable liability, and Grantor understands and acknowledges that Grantor's subrogation rights to seek a judgment or to pursue recovery against such parties, or to pursue collateral security for said obligations, or any of them, may, therefore, be substantially impaired or destroyed. Nevertheless, Grantor hereby authorizes and empowers Lender, at its sole option, without notice or demand and without affecting the liability of Grantor under this Agreement, to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may be available to it, including the right to foreclose by non-judicial sale, any or all of the deed(s) of trust or mortgage(s) or any other right or remedy Lender has, by law or in equity.

(c) Grantor shall have no liability under the Loan except to the extent of its interest in the collateral encumbered by this Agreement.7. To the maximum extent permitted by law, Grantor further waives any and all rights to receive any notice of judicial or non-judicial sale or foreclosure of any real or personal property which may be the subject of any deed(s) of trust, mortgage(s) or other documents securing the obligations under the Loan, and Grantor's failure to receive any such notice shall not impair or affect Grantor's liability. Notwithstanding any foreclosure of such real or personal property collateral securing the obligations under the Loan, or any other guaranty, whether by the exercise of the power of sale contained therein, by any action for judicial foreclosure, or by any acceptance of a deed or other transfer in lieu of foreclosure, whether or not such method of foreclosure or transfer in lieu of foreclosure was for a consideration equal to or greater than the fair market value of the security property, Grantor shall remain bound under this Agreement for the obligations of Borrower to Lender under the Loan (to

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the extent of the security interest in the collateral granted by Grantor to Lender in this Agreement.)

7. Grantor also waives all rights and defenses that Grantor may have because the Borrower's debt is or may be secured by real property. This means, among other things: (1) Lender may collect from Grantor without first foreclosing on any real or personal property collateral pledged by Borrower or any other person or entity; (2) If Lender forecloses on any real property collateral pledged by the Borrower or any other person or entity: (A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, (B) Lender may collect from Grantor even if Lender, by foreclosing on the real property collateral, has destroyed any right Grantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses directly or indirectly based upon Sections 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

HAVING ACKNOWLEDGED THE FOREGOING RIGHTS AND DEFENSES WHICH ASSIGNOR MAY HAVE AND THE CONSEQUENCES OF WAIVING THE FOREGOING RIGHTS AND DEFENSES, AND GIVING THE FOREGOING AUTHORIZATIONS, ASSIGNOR HEREBY FURTHER WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY LENDER, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NON-JUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A GUARANTEED OBLIGATION, HAS DESTROYED ASSIGNOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE PRINCIPAL BY THE OPERATION OF SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

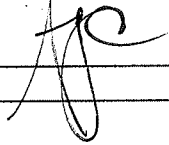
Loan # 616000014

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written.

GRANTOR:

STEELBIRD GHETTO PROPERTIES LLC,
a California limited liability company

By: _____
Its: _____



[ALL SIGNATURES MUST BE ACKNOWLEDGED]

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.

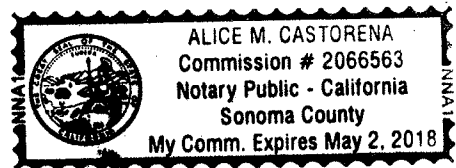
State of California)
County of Sonoma)

On Oct 17 2017, before me, Alice Castorena, a Notary Public, personally appeared August Sebastiani, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

WITNESS my hand and official seal.

Signature 



Loan # 616000014

SCHEDULE A
to the
Trademark, Patent, Copyright
and License Security Agreement between

United States - 5 Registered Trademarks

<u>Mark</u>	<u>Design (if any)</u>	<u>Registration Number</u>	<u>Serial Number</u>
THE WHITE KNIGHT		3166794	78697550
HEY MAMBO		3181971	78696825
PLUNGERHEAD		3230932	78564162
LESSE FITCH		3454858	77147443
MOOBUZZ		3493362	77147318

Loan # 616000014

SCHEDULE B
to the
Trademark, Patent, Copyright
and License Security Agreement

Copyrights

Loan # 616000014

SCHEDULE C
to the
Trademark, Patent, Copyright
and License Security Agreement

Licenses Granted by Third Parties in Favor of Grantor

Loan # 616000014

SCHEDULE D
to the
Trademark, Patent, Copyright
and License Security Agreement

Patents