

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shenandoah Investment Properties, Inc.		03/13/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America		
Street Address:	2100 Ross Avenue, Suite 2500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3268005	DEAVER VINEYARDS	
CORRESPONDENCE DATA			
Fax Number:	2066251627		
<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:	206-615-1711		
Email:	danderson@pcslegal.com		
Correspondent Name:	Thomas L. Palotas		
Address Line 1:	1000 Second Avenue, Suite 2950		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Thomas L. Palotas		
SIGNATURE:	/Thomas L. Palotas/		
DATE SIGNED:	03/28/2018		
Total Attachments: 5			
source=assign trademark deaver#page1.tif			
source=assign trademark deaver#page2.tif			
source=assign trademark deaver#page3.tif			
source=assign trademark deaver#page4.tif			
source=assign trademark deaver#page5.tif			

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COLLATERAL ASSIGNMENT OF TRADEMARK

This COLLATERAL ASSIGNMENT OF TRADEMARK (the "*Assignment*") dated March 13, 2018, is made by SHENANDOAH INVESTMENT PROPERTIES, INC., a California corporation, ("*Assignor*") for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, ("*Lender*") to induce Lender to make a loan to Assignor, DEEVER RANCH, INC., a California corporation, and KENNETH H. DEEVER and MARY JEAN DEEVER, husband and wife, and SEAN EDWARD LYONS, as Trustee under The Kenneth H. Deever and Mary Jean Deever Trust II Revocable Trust Agreement dated July 7, 2012, (collectively, "*Borrowers*"), as described in the Final Term Sheet and the rate lock letter, both dated February 9, 2018, and evidenced by a Promissory Note (the "*Note*") dated the same as this Assignment and executed by Borrowers in favor of Lender in the principal amount of \$4,450,000, made pursuant to the Loan Agreement dated the same as this Assignment and entered into between Borrowers and Lender. The Note and the Loan Agreement are secured by, among other collateral, the Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated the same as this Assignment granted for the benefit of Prudential as beneficiary (the "*Deed of Trust*").

1. **Assignment.** Assignor assigns, grants and transfers to Lender the following (together, the "*Trademarks*"):
 - (a) the United States Trademark registered on July 24, 2007, as Registration No. 3268005, covering the mark "Deever Vineyards", including without limitation all rights to use the mark, and together with all additions to, and substitutions, renewals, replacements, products and proceeds of the foregoing (the "*Registered Trademark*").
 - (b) all other trademarks, service marks, designs, logos, wine labels, names or similar identifications pertaining to the wine produced by Assignor, whether registered or unregistered, whether now in use or placed into use in the future, including without limitation the "Deever Vineyard" trademark and labels, and all rights to carry on business under such names, and any related goodwill associated in any way with such names.
2. **Collateral Nature of Assignment.** For so long as there is no Event of Default under this Assignment, as defined in Section 6, Assignor shall have the right to assert and use the Trademarks and secure all other rights and benefits provided by virtue of Assignor's ownership of the Trademarks, subject to all of Assignor's covenants set forth in this Assignment.
3. **Secured Obligations.** The obligations secured by this Assignment (the "*Secured Obligations*") are the following, which may be discharged by Lender in any order at its discretion:
 - (a) payment of all amounts of principal and interest or other amounts coming due under the Note, Loan Agreement, and/or the Deed of Trust, and other "Secured Obligations" as defined in the Loan Agreement and the Deed of Trust, in accordance with the terms and provisions thereof, as well as any renewals, modifications, replacements or extensions thereof; and
 - (b) payment of additional sums, and interest thereon, which may hereafter be loaned to Borrower by Lender or Lender's successors or assigns, when evidenced by a promissory note or notes reciting that the same are secured by the Deed of Trust.
4. **Assignor's Representations and Warranties.** Assignor represents and warrants as follows:
 - (a) Assignor has sole title to the Trademarks and the full right and power to assign them.
 - (b) No person other than Assignor has any right, title, or interest in, under or to any of the Trademarks.
 - (c) To the best of Assignor's knowledge, there is no pending or threatened infringement of any of the Trademarks.

- (d) Assignor has not previously sold, assigned, licensed, transferred, hypothecated or pledged any of its interest in the Trademarks or its rights thereunder.
 - (e) No consent, license, approval, or authorization is required to be obtained by Assignor in connection with the execution, delivery, performance, validity, or enforceability of this Assignment.
 - (f) This Assignment creates in favor of Lender a lien on, and upon recordation in the United States Patent and Trademark Office a perfected security interest in, Assignor's interests in the Registered Trademark, enforceable against Assignor and all third parties, and is superior in right to any claim, existing or future, which any party other than Lender may have with respect thereto.
5. **Assignor's Covenants.** Assignor covenants and agrees, at its sole expense, as follows:
- (a) Assignor shall enforce all rights afforded by the Trademarks, and to appear in and defend any action or proceeding arising, occurring out of, or in any manner connected with the Trademarks or the infringement thereof, and, on request by Lender, to do so in the name and on behalf of Lender but at the expense of Assignor.
 - (b) Assignor shall pay all Costs, including Attorney Fees, (as such terms are defined in the Loan Agreement) of Lender incurred in any action or proceeding in which Lender may appear.
 - (c) Assignor shall not to pledge, transfer, mortgage, license, or otherwise encumber, hypothecate, or assign any of the Trademarks or any rights thereto or interest therein during the term of this Assignment.
 - (d) Assignor shall maintain each of the Trademarks in full force and effect and to timely renew the Registered Trademark for the maximum periods permitted by law.
 - (e) Assignor shall not to abandon any of the Trademarks or take any other action which materially diminishes the value or benefit of any of the Trademarks to Assignor.
 - (f) Assignor shall not waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge any party infringing on the rights afforded by any of the Trademarks.
6. **Events of Default.** The occurrence of any of the following is an "Event of Default" under this Assignment and the other Loan Documents:
- (a) Any representation or warranty of Assignor contained in this Assignment is found to be false or misleading when made.
 - (b) Assignor fails to observe or perform any obligation, term, covenant, condition, representation, or warranty contained in this Assignment.
 - (c) Assignor abandons any of the Trademarks without the prior written consent of Lender.
 - (d) There is an "Event of Default" as defined in the Loan Agreement.
7. **Remedies.** Upon an Event of Default, this Assignment shall constitute a direction and grant of full authority to all persons and entities to recognize Lender as the assignee of the Trademarks, and Assignor hereby irrevocably authorizes all persons and entities to rely upon and comply with any notice or demand by Lender to be so recognized as the assignee of the Trademarks. In addition, if there is an Event of Default, Assignor hereby grants to Lender the following rights:
- (a) Lender shall have the right, but not the obligation, upon any failure of Assignor to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including without limitation, appearing in any action or proceeding relating to the Trademarks, and Assignor agrees to pay, on demand, all Costs (including without limitation, Attorney Fees) incurred by Lender in connection therewith, together with interest thereon at the Default Rate set forth in the Loan Agreement.

- (b) Lender shall have all rights and benefits accruing to Assignor by the terms of the Trademarks, including the right to use the mark covered thereby, and the authority as Assignor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Assignor and to bind Assignor on all papers and documents relating to the Trademarks.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any Event of Default, all other rights and remedies provided under the Note, the Loan Agreement, the Deed of Trust, and all other loan documents executed in connection with the Note, or otherwise available at law or in equity.

8. **Indemnity.** Assignor agrees to indemnify and hold Lender harmless of and from any and all Costs, liability, loss, damage, or expense that Lender may or might incur under or by reason of this Assignment, or for any action taken by Lender under this Assignment, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Lender arising out of or related to the Trademarks, including without limitation, any claim advanced or alleged in an infringement or invalidity proceeding relating to the Trademark, and any claims or demands that may be asserted against Lender by reason of any action or undertaking on its part to protect against infringement of the rights afforded by the Trademarks; provided, however, Assignor shall be under no obligation to indemnify and hold Lender harmless of and from any liability, loss, damage or expense arising from the intentional conduct or gross negligence of Lender. Should Lender incur any such Cost, liability, loss, damage, or expense, or any expense in the defense of any such claims or demands, the amount of such liability, loss, damage, or expense (including Attorney Fees) with interest thereon at the Default Rate under the Loan Agreement shall be payable by Assignor immediately and without demand, and the payment shall be secured by the Deed of Trust.
9. **Termination of Assignment.** On payment in full of all the indebtedness evidenced by the Note and the Secured Obligations under the Deed of Trust and this Assignment, and except for the provisions of Section 8 which shall continue in effect, shall terminate; but the affidavit, certificate, or statement of any officer or authorized representative of Lender showing any part of the indebtedness to remain unpaid, or the performance or discharge of the Secured Obligations to be incomplete, shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment. Any person may and is authorized to rely on any such affidavit, certificate, or statement.
10. **Notice.** Any notice, request, demand, instruction, or other communication to be given to any party under this Assignment shall be in writing and sent by registered or certified mail as follows:

To Assignor: Shenandoah Investment Properties, Inc.
c/o Deaver Vineyards
21643 Shenandoah School Road
Plymouth, California 95669

If to Lender: The Prudential Insurance Company of America
c/o Prudential Asset Resources
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Agricultural Loan Servicing
Ref. Loan No. 717611569

With a copy to: The Prudential Insurance Company of America
c/o Prudential Asset Resources
2100 Ross Avenue, Suite 2500
Dallas, Texas 75201
Attention: Legal Department
Ref. Loan No. 717611569

Notice shall be deemed to have been given forty-eight (48) hours after deposit of the same in a United States mail post office box in the state to which the notice is addressed, or seventy-two (72) hours after

deposit in any such post office box other than in the same state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. However, unless and until such written notice is actually received, the last address and addressee as stated by written notice, or as provided in this Assignment, if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes under this Assignment.

11. General Provisions.

- (a) Interpretation. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and neuter, the singular number shall include the plural, and conversely in each instance as the case requires. All obligations of each Assignor hereunder, if more than one, are joint and several.
- (b) Binding Agreement. The terms, covenants, conditions, representations, and warranties contained in this Assignment inure to the benefit of and bind all parties to this Assignment and their respective heirs, executors, administrators, successors, and assigns, and all subsequent holders of the Note, the Loan Agreement, and the Deed of Trust.
- (c) Lender not Obligated. The exercise by Lender of any of the rights, remedies, powers, or privileges provided for in this Assignment, or the taking of any action by Lender, whether complete or incomplete with respect thereto, is permissive and not obligatory and the exercise or non-exercise of such rights, remedies, powers, or privileges shall not preclude, delay, or prejudice any other rights, remedies, powers, or privileges provided for in this Assignment or in the Note, the Loan Agreement, or Deed of Trust, or otherwise provided at law or in equity; and the failure to take action at any time shall not constitute a waiver of any such right, remedy, power, or privilege. The right of Lender to collect any indebtedness and to enforce any other security for the indebtedness may be exercised by Lender either before, simultaneously with, or after, any action taken under this Assignment.
- (d) Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.
- (e) Severability. If any one or more of the provisions contained in this Assignment shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Assignment.
- (f) Time. Time is of the essence under this Assignment and any amendment, modification, or revision of it.
- (g) Lender's Costs. Assignor agrees to pay Lender on demand for all Costs Lender incurs to enforce this Assignment or to pursue any right Lender may have under federal bankruptcy law, state insolvency statutes, or similar statutes. Such Costs shall bear interest at the Default Rate specified in the Loan Agreement.
- (h) Integration. This Assignment and the other Loan Documents (as defined in the Loan Agreement) constitute the entire understanding between Lender and Assignor with regard to the assignment of Trademarks and no course of prior dealing between the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement or modify the terms of this Assignment. This Assignment may be changed, modified or supplemented only through a non-electronic or facsimile transmission of a non-electronic writing, and in either case bearing the handwritten, authorized signatures of Assignor and Lender.
- (i) Counterparts. This Assignment may be executed in one or more counterparts and such counterparts taken together shall constitute one and the same document.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the date first written above.

"Assignor"

SHENANDOAH INVESTMENT PROPERTIES, INC., a
California corporation

By: *Kenneth H. Deaver*
Kenneth H. Deaver, its President

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)
) ss.
COUNTY OF Amador)

On March 15, 2018, before me, M. Berry, Notary Public, (here insert name and title of the officer), personally appeared Kenneth H. Deaver, 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.

(notary stamp or seal)

WITNESS my hand and official seal.

M. Berry
Signature (Seal)

