

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488641

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRAVANT WINE COMPANY, LLC		09/04/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RAVEN ASSET BASED CREDIT FUND I LP		
Street Address:	501 SANTA MONICA BLVD., SUITE 510		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	5530676	HIDDEN TRAIL VINEYARDS	
Registration Number:	4934111	JAMES T. PROSODY	
Registration Number:	5418717	BOTTLEST	
Registration Number:	4990307	OPEN HILLS RANCH	
Registration Number:	4919370	MAYHALL TIBBS	
Registration Number:	4919260	EAGLEWOOD CELLARS	
Registration Number:	5036963	CHEF'S COAT	
Registration Number:	5130052	SEDIMENTARY	
Registration Number:	5054993	TINES	
Registration Number:	4819626	PARANOIA	
Registration Number:	4819487	HERITAGE ACRES	
Registration Number:	4819486	COTTAGE GROVE	
Registration Number:	4819485	REBUSITY	
Registration Number:	4770095	MIMICRY	
Registration Number:	4770094	NOTIONS	
Registration Number:	4770093	SYNESTHESIA	
Registration Number:	4770011	METLEY & BOUNDS	
Registration Number:	4611311	SVAGO BUONO	
Registration Number:	4573711	HORSESHOE FLATS	
TRADEMARK			

CH \$2090.00 5530676

Property Type	Number	Word Mark
Registration Number:	4569788	TIDAL FORCE
Registration Number:	4932767	DARKNESS FALLS
Registration Number:	4932766	EXTRACTION
Registration Number:	5045834	DISCOVERY TRAIL
Registration Number:	5045820	VINETIE
Registration Number:	5142031	WHITESCAPE
Registration Number:	4569693	UNEARTHED
Registration Number:	4569692	TERNION
Registration Number:	4492453	CONTEXT
Registration Number:	4392249	TWIN ARCHES
Registration Number:	4376264	MUSTARD FIELD
Registration Number:	4355575	SWOON
Registration Number:	4348159	CANTARÉ
Registration Number:	4355574	REST IN PEACE
Registration Number:	4355475	DEVIL MAY CARE
Registration Number:	4322175	CANOPY TRAIL
Registration Number:	4290239	THE MIND READER
Registration Number:	4237307	VINTAGE RANCH
Registration Number:	4314615	COASTAL PASSAGE
Registration Number:	4237305	DARK EARTH
Registration Number:	4277248	NICE PAIRING
Registration Number:	4280785	WELL TRAINED
Registration Number:	4290237	ONE AND DONE
Registration Number:	4343846	CRUSHED
Registration Number:	4343845	COMPILATION
Registration Number:	4290236	ROW BY ROW
Registration Number:	4290235	COOKIE SHOP
Registration Number:	4290234	SADDLE RANCH
Registration Number:	4290233	LAST JUDGMENT
Registration Number:	4290223	PIER 52
Registration Number:	4290222	BEAUTIFUL DREAM
Registration Number:	4217855	PRIME CUT 55
Registration Number:	4221644	OAK & VINE
Registration Number:	4243667	HARVEST TRAIL
Registration Number:	4290204	BUTCHER'S CHOICE
Registration Number:	4283924	BLUE HAWK
Registration Number:	4388726	RED HAWK RANCH
Registration Number:	4193447	CURRENTS

Property Type	Number	Word Mark
Registration Number:	4273031	COOKIES & CREAM
Registration Number:	4415317	SPIN THE BOTTLE
Registration Number:	4102539	STAVE & HOOP
Registration Number:	4272951	CREAM PIE
Registration Number:	4159000	
Registration Number:	4147754	NICE PAIR
Registration Number:	4068731	PROMINENCE
Registration Number:	4112878	VIVO VINO
Registration Number:	3990136	RED PONY RANCH
Registration Number:	4084974	SCRAPBOOK
Registration Number:	4206714	STOMPING GROUND
Registration Number:	4206713	NICE LEGS
Registration Number:	4202965	INSOMNIA
Registration Number:	4027117	MAD CRUSH
Registration Number:	4107557	ANTICATO
Registration Number:	4027116	STEAK AND POTATOES
Registration Number:	4180003	SILVER SPOON
Registration Number:	4422222	NOTES
Registration Number:	3942156	CHOPHOUSE
Registration Number:	3669257	TERRAVANT
Registration Number:	5178317	INFLECTION
Registration Number:	5196100	APTITUDE
Serial Number:	88036000	TERRAVANT
Serial Number:	87517016	FLAVORBOMB
Serial Number:	87809519	TERCET
Serial Number:	87085267	INTERVAL

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Christina Wheaton

Address Line 1: 300 South Tryon Street 16th Floor

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 201141/7

NAME OF SUBMITTER: Christina M. Wheaton

SIGNATURE:	/Christina M. Wheaton by trademarkny/
DATE SIGNED:	09/05/2018
Total Attachments: 20 source=Terravant - Trademark Security Agreement (executed)#page1.tif source=Terravant - Trademark Security Agreement (executed)#page2.tif source=Terravant - Trademark Security Agreement (executed)#page3.tif source=Terravant - Trademark Security Agreement (executed)#page4.tif source=Terravant - Trademark Security Agreement (executed)#page5.tif source=Terravant - Trademark Security Agreement (executed)#page6.tif source=Terravant - Trademark Security Agreement (executed)#page7.tif source=Terravant - Trademark Security Agreement (executed)#page8.tif source=Terravant - Trademark Security Agreement (executed)#page9.tif source=Terravant - Trademark Security Agreement (executed)#page10.tif source=Terravant - Trademark Security Agreement (executed)#page11.tif source=Terravant - Trademark Security Agreement (executed)#page12.tif source=Terravant - Trademark Security Agreement (executed)#page13.tif source=Terravant - Trademark Security Agreement (executed)#page14.tif source=Terravant - Trademark Security Agreement (executed)#page15.tif source=Terravant - Trademark Security Agreement (executed)#page16.tif source=Terravant - Trademark Security Agreement (executed)#page17.tif source=Terravant - Trademark Security Agreement (executed)#page18.tif source=Terravant - Trademark Security Agreement (executed)#page19.tif source=Terravant - Trademark Security Agreement (executed)#page20.tif	

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "*Agreement*"), dated as of September 4, 2018 is made between **TERRAVANT WINE COMPANY, LLC**, a California limited liability company ("*Assignor*"), and **RAVEN ASSET BASED CREDIT FUND I LP** ("*Lender*").

RECITALS:

Assignor has executed and delivered to Lender an Amended and Restated Loan Agreement dated September 4, 2018 (the "*Loan Agreement*"), and a Term Note dated on or about the date hereof (collectively with the Loan Agreement and each and every document, instrument or agreement executed and/or delivered to Lender in connection therewith, as the same may be modified, amended, restated or replaced from time to time, to be referred the "*Loan Documents*"). Pursuant to the Loan Documents Lender is maintaining certain loans and extending certain additional loan (the "*Loans*") to Assignor and Assignor is required to grant to Lender a security interest in and to, and to assign to, all of Assignor's general intangibles, including but not limited to all trademarks of Assignor. Assignor possesses one or more trademarks used in connection with its business and Lender is unwilling to extend the Loans to Assignor unless it receives this Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the Recitals, above, in the body of this Agreement, or in the Exhibits hereto, capitalized terms have the meanings given to such terms in the Loan Agreement.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the "*Trademark Collateral*");

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in *Exhibit A* attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in **Exhibit B** attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in **Exhibit A** attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in **Exhibit B** attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Lender for its benefit under the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Perfection. Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Assignor further agrees that it will execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby. Assignor shall also cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Lender in its sole and absolute discretion. Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignor hereunder and further authorizes Lender to sign Assignor's name on the same and/or to file or record the same without Assignor's signature thereon. Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct. Assignor agrees to pay the costs of the continuation of Lender's security interests and releases or assignments of Lender's interests granted herein.

SECTION 4. Representations and Warranties; Covenants. Assignor represents, warrants and covenants to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral,

except for liens and security interests in favor of Lender, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on ***Exhibit B*** attached hereto. Except as set forth on ***Exhibit B*** attached hereto, none of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) Neither Assignor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Assignor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(c) During the term of this Agreement Assignor shall continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Maintain books and records relating to the Trademark Collateral satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require;

(ii) Maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at Assignor's address indicated above, or at such other address as Lender shall permit, in its permitted discretion, upon written request to Lender from Assignor;

(iii) Execute and deliver to Lender such other and further documentation necessary to evidence, effectuate or perfect Lender's security interests in and to the Trademark Collateral;

(iv) Keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Lender pursuant to the terms hereof, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on ***Exhibit B*** attached hereto, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(v) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in ***Exhibit B*** attached hereto, and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

SECTION 5. Events Of Default. Any of the following events or occurrences shall constitute an "***Event of Default***" under this Agreement:

(a) the occurrence of any “Event of Default” under any of the Loan Documents (as defined in the Loan Documents);

(b) the failure of Assignor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Lender.

SECTION 6. *Preservation of Trademark Collateral.* Assignor agrees that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. After the occurrence of a Default or an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignor’s labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignor’s rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender’s benefit for such purposes.

SECTION 7. *Rights and Remedies on Default.*

(a) Upon the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies of Lender under this Agreement (i) all rights and remedies granted to a Secured party in the UCC, and (ii) all rights and remedies with respect to Collateral granted to Lender under the other Loan Documents, and (iii) all rights and remedies of Lender with respect to the Collateral available under applicable law.

(b) Upon the occurrence of any Event of Default, Lender may, without demand, advertising or notice, all of which Assignor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignor at its address set forth herein or such other address as Assignor may have provided to Lender, in writing, at least ten (10) days before the time of such sale or disposition. Lender may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned without being required to give a new notice of sale; ***provided, however,*** that Lender shall provide Assignor with written notice of the time and place of such postponed or adjourned sale. Lender may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of Obligations due from Assignor to Lender. Assignor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring, preparing

for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Lender in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Lender may elect, of all Obligations of Assignor. Lender shall return any excess to Assignor. Trademark Collateral securing purchase money security interests also secures non-purchase money security interests. Upon request of Lender, following the occurrence of any Event of Default, Assignor will assemble and make the Trademark Collateral available to Lender, at a reasonable place and time designated by Lender. Assignor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Lender in writing to Assignor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Lender in writing delivered to Assignor by Lender.

(c) Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Lender.

(d) After an Event of Default, Assignor (i) will make no change in any Trademark Collateral, and (ii) shall receive as the sole property of Lender and hold in trust for Lender all monies, checks, notes, drafts, and other property (collectively called "Items of Payment") representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignor to any third party.

(e) After an Event of Default, Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

SECTION 8. *Expense of Collection and Sale, Lease or License.* Assignor agrees to pay all costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any Obligation, payable on demand, from the date of Lender's payment of such costs and expenses until payment in full is made by Assignor, at the default rate of interest described in the Loan Agreement.

SECTION 9. *Compliance with Other Laws.* Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 10. Warranties on Disposition. Upon the occurrence of an Event of Default, Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Lender may specifically disclaim any warranties of title or the like. Assignor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

SECTION 11. Waiver of Rights by Assignor. Except as may be otherwise specifically provided herein, Assignor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Lender of any Trademark Collateral. Assignor authorizes Lender, upon the occurrence of an Event of Default, to enter upon any premises owned by or leased to Assignor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

SECTION 12. Release of Security Interests. Upon final payment in cash and performance of all Obligations in full, Lender shall, at Assignor's expense, execute and deliver to Assignor all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 13. General Provisions.

(a) Construction if Multiple Assignors. If this Agreement is executed by two (2) or more Persons as Assignor, each of the undersigned executing this Agreement as Assignor acknowledges and agrees that:

(i) the obligations, duties and liabilities of Assignor under this Agreement are joint and several obligations of each of the undersigned, and the term "Assignor" shall include each of the undersigned individually as well as all of the undersigned collectively. Each of undersigned expressly represents that it is part of a common enterprise and that any financial accommodations by Lender under the other Loan Documents are and will be of direct and indirect interest, benefit and advantage to the undersigned;

(ii) to the fullest extent permitted by applicable law, the obligations, duties and liabilities of the undersigned under this Agreement shall not be affected by (A) the failure of Lender to assert any claim or demand or to enforce or exercise any right or remedy against any of the undersigned under the provisions of this Agreement, any other Loan Document or otherwise, (B) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of this Agreement or any other Loan Document, or (C) the failure to perfect any security interest in, or the release of, any of the Trademark Collateral or other security held by or on behalf of Lender;

(iii) the obligations, duties and liabilities of the undersigned under this Agreement shall not be subject to any reduction, limitation, impairment or termination for any reason (other than the final payment in cash and performance of the Obligations in full), including any claim of waiver, release, surrender, alteration or compromise of any of the Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment

or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations, duties and liabilities of the undersigned under this Agreement shall not be discharged or impaired or otherwise affected by the failure of Lender to assert any claim or demand or to enforce any remedy under this Agreement, any other Loan Document or any other agreement, by any waiver or modification of any provision of any of the foregoing, any default, failure or delay, willful or otherwise, in the performance of any of the obligations, duties and liabilities under this Agreement or any other Loan Document, or by any other act or omission that may or might in any manner or to any extent vary the risk of any of the undersigned or that would otherwise operate as a discharge of the undersigned as a matter of law or equity (other than the final payment in cash and performance in full of all the Obligations); and

(iv) To the fullest extent permitted by applicable law, each of the undersigned waives any defense based on or arising out of any defense of the undersigned or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other of the undersigned, other than the final payment in cash and performance in full of all the Obligations and the termination of Lender's commitment to make Loans under the Loan Documents. Lender may, at its election, foreclose on any security held by one or more of the undersigned by one or more judicial or non-judicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any other of the undersigned, or exercise any other right or remedy available to it against any other of the undersigned, without affecting or impairing in any way the obligations, duties and liabilities of the undersigned under this Agreement except to the extent that all the Obligations have been finally paid in cash and performed in full and Lender's commitment to make Loans has been terminated. Each of the undersigned waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of the undersigned against any other of the undersigned, as the case may be, or any security.

(b) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement and the other Loan Documents.

(c) Waivers. Assignor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Lender in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Lender of any default by Assignor shall operate as a waiver of any other default.

(d) Remedies Not Exclusive. All rights and remedies of Lender under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Lender at such time or times and in such order as Lender, in its sole and absolute discretion, may determine, and are for the sole benefit of Lender. The

exercise or failure to exercise by Lender of such rights and remedies shall not result in liability to Assignor or others except in the event of gross negligence or willful misconduct by Lender, and in no event shall Lender be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(e) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns. It shall be binding upon and shall inure to the benefit of such parties, their successors and assigns. Lender shall have the right, without the necessity of any further consent or authorization by Assignor, to sell, assign, securitize or grant participation in all, or a portion of, Lender's interest in the Trademark Collateral, to other financial institutions of Lender's choice and on such terms as are acceptable to Lender in its sole and absolute discretion.

(f) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Lender: Raven Asset-Based Credit Fund I LP
501 Santa Monica Blvd., Suite 510
Santa Monica, CA 90401
Attention: Dimitri Cohen
Tel: 212-966-7926 x110
Email: Dimitri@ravencm.com

With a copy to: Winston & Strawn LLP
333 S. Grand Avenue
Los Angeles, CA 90071
Attention: Warren Loui and Justin Rawlins
Phone: 213-615-1700
Fax: 213-615-1750
Email: wloui@winston.com and jrawlins@winston.com

If to Assignor: Terravant Wine Company, LLC
70 Industrial Way
Buellton, California 93472
Attn: President
Tel: (805) 686-9400
Fax: (805) 686-9404

With a copy to: William Schoenholz, Esq.
BuchalterNemer, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730
Tel: (213) 891-5004
Fax: (213) 630-5654

(g) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Assignor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of any Default or Event of Default by Assignor under this Agreement or any other Person under any other Loan Document shall not suspend, waive or affect any other Default or Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(h) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(i) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that 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 of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(j) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(k) Exhibits and Schedules. All of the Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(l) (1) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Exhibits hereto) supersedes, with respect to their subject matter, all prior and contemporaneous agreements, understandings, inducements or conditions between the respective parties, whether express or implied, oral or written. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in a writing by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

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

SECTION 14. Governing Law; Jurisdiction; Venue. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of California. All disputes, controversies, claims, actions and other proceedings involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this Agreement or the relationship between Assignor and Lender, and any and all other claims of Assignor against Lender of any kind, shall be brought only in a court located in Los Angeles County, California, and each party consents to the jurisdiction of an such court and

the referee referred to in Section 10.21 below, and waives any and all rights the party may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding, including, without limitation, any objection to venue or request for change in venue based on the doctrine of *forum non conveniens*; provided that, notwithstanding the foregoing, nothing herein shall limit the right of Lender to bring proceedings against Assignor in the courts of any other jurisdiction. Assignor consents to service of process in any action or proceeding brought against it by Lender, by personal delivery, or by mail addressed as set forth in this Agreement or by any other method permitted by law.

SECTION 15. Dispute Resolution. Any controversy, dispute or claim between the parties based upon, arising out of, or in any way relating to: (i) this Agreement or any supplement or amendment thereto; or (ii) any other present or future instrument or agreement between the parties hereto; or (iii) any breach, conduct, acts or omissions of any of the parties hereto or any of their respective directors, officers, employees, agents, attorneys or any other person affiliated with or representing any of the parties hereto; in each of the foregoing cases, whether sounding in contract or tort or otherwise (a “Dispute”) shall be resolved exclusively by judicial reference in accordance with Sections 638 et seq. of the California Code of Civil Procedure (“CCP”) and Rules 3.900 et seq. of the California Rules of Court (“CRC”), subject to the following terms and conditions. (All references in this section to provisions of the CCP and/or CRC shall be deemed to include any and all successor provisions.)

(a) The reference shall be a consensual general reference pursuant to CCP Sections 638 and 644(a). Unless the parties otherwise agree in writing, the reference shall be to a single referee. The referee shall be a retired Judge of the Los Angeles County Superior Court (“Superior Court”) or a retired Justice of the California Court of Appeal or California Supreme Court. Nothing in this section shall be construed to limit the right of Lender, pending or after the appointment of the referee, to seek and obtain provisional relief from the Superior Court or such referee, or any other court in a jurisdiction in which any Collateral is located or having jurisdiction over any Collateral, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other “provisional remedy” (as such term is defined in CCP Section 1281.8).

(b) Within fifteen (15) days after a party gives written notice in accordance with this Agreement to all other parties to a Dispute that the Dispute exists, all parties to the Dispute shall attempt to agree on the individual to be appointed as referee. If the parties are unable to agree on the individual to be appointed as referee, the referee shall be appointed, upon noticed motion or ex parte application by any party, by the Superior Court in accordance with CCP Section 640, subject to all rights of the parties to challenge or object to the appointment, including without limitation the right to peremptory challenge under CCP Section 170.6. If the referee (or any successor referee) appointed by the Superior Court is unable, or at any time becomes unable, to serve as referee in the Dispute, the Superior Court shall appoint a new referee as agreed to by the parties or, if the parties cannot agree, in accordance with CCP Section 640, which new referee shall then have the same powers, and be subject to the same terms and conditions, as the predecessor referee.

(c) Venue for all proceedings before the referee, and for any Superior Court proceeding for the appointment of the referee, shall be exclusively within the County of Los Angeles, State of California. The referee shall have the exclusive power to determine whether a Dispute is subject

to judicial reference pursuant to this section. Trial, and all proceedings and hearings on dispositive motions, conducted before the referee shall be conducted in the presence of, and shall be transcribed by, a court reporter, unless otherwise agreed in writing by all parties to the proceeding. The referee shall issue a written statement of decision, which shall be subject to objections of the parties pursuant to CRC Rule 3.1590 as if the statement of decision were issued by the Superior Court. The referee's powers include, in addition to those set forth in CCP Sections 638, et seq., and CRC Rules 3.900 et seq., (i) the power to grant provisional relief, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8), and (ii) the power to hear and resolve all post-trial matters in connection with the Dispute that would otherwise be determined by the Superior Court, including without limitation motions for new trial, reconsideration, to vacate judgment, to stay execution or enforcement, to tax costs, and/or for attorneys' fees. The parties shall, subject to the referee's power to award costs to the prevailing party, bear equally the costs of the reference proceeding, including without limitation the fees and costs of the referee and the court reporter.

(d) The parties acknowledge and agree that (i) the referee alone shall determine all issues of fact and/or law in the Dispute, without a jury (subject, however, to the right of a party, pending or after the appointment of the referee, to seek and obtain provisional relief from the Superior Court or such referee, including without limitation, writ of attachment, writ of possession, appointment of a receiver, temporary restraining order and/or preliminary injunction, or other "provisional remedy" (as such term is defined in CCP Section 1281.8)), (ii) the referee does not have the power to empanel a jury, (iii) the Superior Court shall enter judgment on the decision of the referee pursuant to CCP Section 644(a) as if the decision were issued by the Superior Court, (iv) the decision of the referee shall not be subject to review by the Superior Court, and (v) the decision of the referee, once entered as a judgment by the Superior Court, shall be binding, final and conclusive, shall have the full force and effect of a judgment of the Superior Court, and shall be subject to appeal to the same extent as a judgment of the Superior Court.

SECTION 16. Mutual Waiver of Jury Trial. LENDER AND ASSIGNOR EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED. EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), ACTION OR INACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR ASSIGNOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. IF FOR ANY REASON THE PROVISIONS OF THIS SECTION ARE VOID, INVALID OR UNENFORCEABLE, THE SAME SHALL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, AND ALL OTHER TERMS AND PROVISIONS OF THIS AGREEMENT SHALL BE UNAFFECTED BY THE SAME AND CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

[Signatures on Next Page]

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

ASSIGNOR:

TERRAVANT WINE COMPANY, LLC


By: _____

Name: _____

Title: _____

LENDER:

RAVEN ASSET-BASED CREDIT FUND I LP

By:  _____

Name: Joshua A. Green

Title: Managing Member
President & CIO

EXHIBIT A


TO

**TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT TRADEMARKS AND
TRADEMARK APPLICATIONS**

Registration &/ OR Serial Number	Registration/ Filing Date	Mark	Owner
86891555 5530676	01/29/16	HIDDEN TRAIL VINEYARDS	Terravant Wine Company, LLC
86630422 4934111	05/14/15 04/05/16	JAMES T. PROSODY	Terravant Wine Company, LLC
86834547 5418717	11/30/15	BOTTLEST	Terravant Wine Company, LLC
86716073 4990307	08/05/15	OPEN HILLS RANCH	Terravant Wine Company, LLC
86508618 4919370	01/20/15 03/15/16	MAYHALL TIBBS	Terravant Wine Company, LLC
86479426 4919260	12/12/14 03/15/16	EAGLEWOOD CELLARS	Terravant Wine Company, LLC
86271805 5036963	05/05/14	CHEF'S COAT	Terravant Wine Company, LLC
86782656 5130052	10/08/15	SEDIMENTARY	Terravant Wine Company, LLC
86172344 5054993	01/22/14	TINES	Terravant Wine Company, LLC
86415686 4819626	10/06/14 09/22/15	PARANOIA	Terravant Wine Company, LLC
86373969 4819487	08/21/14 09/22/15	HERITAGE ACRES	Terravant Wine Company, LLC
86373965 4819486	08/21/14 09/22/15	COTTAGE GROVE	Terravant Wine Company, LLC
86373961 4819485	08/21/14 09/22/15	REBUSITY	Terravant Wine Company, LLC
86273491 4770095	05/06/14 07/07/15	MIMICRY	Terravant Wine Company, LLC
86273470 4770094	05/06/14 07/07/15	NOTIONS	Terravant Wine Company, LLC
86273439 4770093	05/06/14 07/07/15	SYNESTHESIA	Terravant Wine Company, LLC
86256546 4770011	04/18/14 07/07/15	METLEY & BOUNDS	Terravant Wine Company, LLC

Registration &/ OR Serial Number	Registration/ Filing Date	Mark	Owner
86123197 4611311	11/19/13 09/23/14	SVAGO BUONO	Terravant Wine Company, LLC
86072204 4573711	09/23/13 07/22/14	HORSESHOE FLATS	Terravant Wine Company, LLC
86004714 4569788	07/08/13 07/15/14	TIDAL FORCE	Terravant Wine Company, LLC
85892323 4932767	04/01/13 04/05/16	DARKNESS FALLS	Terravant Wine Company, LLC
85892323 4932766	04/01/13 04/05/16	EXTRACTION	Terravant Wine Company, LLC
85847310 5045834	02/12/13	DISCOVERY TRAIL	Terravant Wine Company, LLC
85825565 5045820	01/17/13	VINETIE	Terravant Wine Company, LLC
85950731 5142031	06/04/13	WHITESCAPE	Terravant Wine Company, LLC
85963406 4569693	06/18/13 07/15/14	UNEARTHED	Terravant Wine Company, LLC
85963182 4569692	06/18/13 07/15/14	TERNION	Terravant Wine Company, LLC
85866931 4492453	03/05/13 03/04/14	CONTEXT	Terravant Wine Company, LLC
85831951 4392249	01/24/13 08/27/13	TWIN ARCHES	Terravant Wine Company, LLC
85807102 4376264	12/19/12 07/30/13	MUSTARD FIELD	Terravant Wine Company, LLC
85740602 4355575	09/27/12 06/18/13	SWOON	Terravant Wine Company, LLC
85740487 4348159	09/27/12 06/04/13	CANTARÉ	Terravant Wine Company, LLC
85740485 4355574	09/27/12 06/18/13	REST IN PEACE	Terravant Wine Company, LLC
85686453 4355475	07/25/12 06/18/13	DEVIL MAY CARE	Terravant Wine Company, LLC
85625951 4322175	05/15/12 04/16/13	CANOPY TRAIL	Terravant Wine Company, LLC
85587061 4290239	04/02/12 02/12/13	THE MIND READER	Terravant Wine Company, LLC
85585324 4237307	03/30/12 11/06/12	VINTAGE RANCH	Terravant Wine Company, LLC

Registration &/ OR Serial Number	Registration/ Filing Date	Mark	Owner
85585306 4314615	03/30/12 04/02/13	COASTAL PASSAGE	Terravant Wine Company, LLC
85585300 4237305	03/30/12 11/06/12	DARK EARTH	Terravant Wine Company, LLC
85585198 4277248	03/30/12 01/15/13	NICE PAIRING	Terravant Wine Company, LLC
85585189 4280785	03/30/12 01/22/13	WELL TRAINED	Terravant Wine Company, LLC
85585137 4290237	03/30/12 02/12/13	ONE AND DONE	Terravant Wine Company, LLC
85585124 4343846	03/30/12 05/28/13	CRUSHED	Terravant Wine Company, LLC
85585107 4343845	03/30/12 05/28/13	COMPILATION	Terravant Wine Company, LLC
85585082 4290236	03/30/12 02/12/13	ROW BY ROW	Terravant Wine Company, LLC
85584203 4290235	03/29/12 02/12/13	COOKIE SHOP	Terravant Wine Company, LLC
85584200 4290234	03/29/12 02/12/13	SADDLE RANCH	Terravant Wine Company, LLC
85584193 4290233	03/29/12 02/12/13	LAST JUDGMENT	Terravant Wine Company, LLC
85575113 4290223	03/20/12 02/12/13	PIER 52	Terravant Wine Company, LLC
85575109 4290222	03/20/12 02/12/13	BEAUTIFUL DREAM	Terravant Wine Company, LLC
85558124 4217855	03/01/12 10/02/12	PRIME CUT 55	Terravant Wine Company, LLC
85558123 4221644	03/01/12 10/09/12	OAK & VINE	Terravant Wine Company, LLC
85558117 4243667	03/01/12 11/13/12	HARVEST TRAIL	Terravant Wine Company, LLC
85558115 4290204	03/01/12 02/12/13	BUTCHER'S CHOICE	Terravant Wine Company, LLC
85510813 4283924	01/06/12 01/29/13	BLUE HAWK	Terravant Wine Company, LLC
85447491 4388726	10/14/11 08/20/13	RED HAWK RANCH	Terravant Wine Company, LLC
85447258 4193447	10/13/11 08/21/12	CURRENTS	Terravant Wine Company, LLC

Registration &/ OR Serial Number	Registration/ Filing Date	Mark	Owner
85421957 4273031	09/13/11 01/08/13	COOKIES & CREAM	Terravant Wine Company, LLC
85421953 4415317	09/13/11 10/08/13	SPIN THE BOTTLE	Terravant Wine Company, LLC
85393763 4102539	08/09/11 02/21/12	STAVE & HOOP	Terravant Wine Company, LLC
85370835 4272951	07/13/11 01/08/13	CREAM PIE	Terravant Wine Company, LLC
85326557 4159000	05/20/11 06/12/12		Terravant Wine Company, LLC
85301663 4147754	04/21/11 05/22/12	NICE PAIR	Terravant Wine Company, LLC
85293476 4068731	04/12/11 12/06/11	PROMINENCE	Terravant Wine Company, LLC
85205590 4112878	12/24/10 03/13/12	VIVO VINO	Terravant Wine Company, LLC
85199076 3990136	12/15/10 07/05/11	RED PONY RANCH	Terravant Wine Company, LLC
85189686 4084974	12/02/10 01/10/12	SCRAPBOOK	Terravant Wine Company, LLC
85189681 4206714	12/02/10 09/11/12	STOMPING GROUND	Terravant Wine Company, LLC
85189679 4206713	12/02/10 09/11/12	NICE LEGS	Terravant Wine Company, LLC
85189678 4202965	12/02/10 09/04/12	INSOMNIA	Terravant Wine Company, LLC
85189670 4027117	12/02/10 09/13/11	MAD CRUSH	Terravant Wine Company, LLC
85189636 4107557	12/02/10 03/06/12	ANTICATO	Terravant Wine Company, LLC
85189627 4027116	12/02/10 09/13/11	STEAK AND POTATOES	Terravant Wine Company, LLC
85119259 4180003	08/30/10 07/24/12	SILVER SPOON	Terravant Wine Company, LLC

Registration &/ OR Serial Number	Registration/ Filing Date	Mark	Owner
85060492 4422222	06/11/10 10/22/13	NOTES	Terravant Wine Company, LLC
85039254 3942156	05/14/10 04/05/11	CHOPHOUSE	Terravant Wine Company, LLC
77665573 3669257	02/06/09 08/18/09	TERRAVANT	Terravant Wine Company, LLC
88036000	07/12/2018	TERRAVANT	Terravant Wine Company, LLC
87517016	07/05/2017	FLAVORBOMB	Terravant Wine Company, LLC
87809519	02/23/2018	TERCET	Terravant Wine Company, LLC
87085267	06/27/2016	INTERVAL	Terravant Wine Company, LLC
87085215 5178317	06/27/2016 04/04/2017	INFLECTION	Terravant Wine Company, LLC
86584719 5196100	04/01/2015 05/02/2017	APTITUDE	Terravant Wine Company, LLC

EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT
LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL

Licenses—those executed in the ordinary course of business. (Some of such licenses may have restrictions, but such restrictions are provided for in the definition of “Eligible Inventory” in the Loan Agreement.)

Other Liens and Encumbrances—None