

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM489080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Precept Brands LLC		08/10/2018	Limited Liability Company: WASHINGTON
Dandrew Wine LLC		08/10/2018	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Northwest Farm Credit Services, PCA		
<b>Street Address:</b>	2001 S Flint Road		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99224		
<b>Entity Type:</b>	Federally Chartered Instrumentality: WASHINGTON		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3204373	BATTLE CREEK	
Registration Number:	4262094	BEWITCHED	
Registration Number:	2709874	BRADFORD MOUNTAIN	
Registration Number:	5281481	BROWNE FAMILY VINEYARDS HERITAGE	
Registration Number:	4773414	BROWNE FAMILY VINEYARDS TRIBUTE	
Registration Number:	4433432	CALIFORNIA SQUARE	
Registration Number:	5419942	CENSE	
Registration Number:	4351176	CHATEAU CRISP	
Registration Number:	4126848	DEARLY BELOVED	
Registration Number:	4126927	DEARLY BELOVED FOREVER RED	
Registration Number:	4335018	DEARLY BELOVED I THEE RED "BACK TO THE V	
Registration Number:	4321613	EDEN RIDGE	
Registration Number:	4207160	FUGITIVE	
Registration Number:	4417007	GLAZE	
Registration Number:	5139054	HARVEST PRESS	
Registration Number:	3398113	HEALDSBURG RANCHES	
Registration Number:	4224309	HOUSE RED WINE	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4716702	INCONSPICUOUS
Registration Number:	3583374	LUNAR HARVEST
Registration Number:	4475590	MAD DUCK
Registration Number:	5419504	MAISON DE JOIE
Registration Number:	4740323	ONE ARMED MAN
Registration Number:	4498771	PASO RANCHES
Registration Number:	4865310	R A THE HUNTSMAN
Registration Number:	3252211	SAUVIGNON REPUBLIC
Registration Number:	4293382	SHUCK'S
Registration Number:	2899856	SIX PRONG
Registration Number:	5142240	SONOMA RANCHES
Registration Number:	4860171	STE. CHAPELLE PANORAMIC IDAHO
Registration Number:	2830129	STONEGATE
Registration Number:	3974339	THE MANHATTAN PROJECT
Registration Number:	5066265	THE ORIGINALS
Registration Number:	4787254	UNCONDITIONAL
Registration Number:	5158101	UNDAUNTED
Serial Number:	88050764	CURIOUS BEASTS
Serial Number:	87824543	PASO HILLS
Serial Number:	85219476	RED DROP

#### 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.*

**Email:** cwood@wellsstjohn.com

**Correspondent Name:** Mark W. Hendricksen

**Address Line 1:** Wells St. John, P.S.

**Address Line 2:** 601 W Main Avenue, Suite 600

**Address Line 4:** Spokane, WASHINGTON 99201

<b>NAME OF SUBMITTER:</b>	Mark W. Hendricksen
<b>SIGNATURE:</b>	s/Mark W. Hendricksen/
<b>DATE SIGNED:</b>	09/07/2018

#### Total Attachments: 10

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**TRADEMARK**

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**SIXTH AMENDED AND RESTATED  
SECURITY AGREEMENT AND LICENSE  
OF INTELLECTUAL PROPERTY**

THIS SIXTH AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY, dated as of August 10, 2018 (this "Agreement") is by and between **PRECEPT BRANDS LLC**, a Washington limited liability company; and **DANDREW WINE LLC**, a Washington limited liability company, whose collective principal place of business is 1910 Fairview Ave. E., Suite 400, Seattle, WA 98102 (hereinafter, collectively, "Debtor"), and **NORTHWEST FARM CREDIT SERVICES, PCA**, with its principal place of business at 2001 S Flint Rd, Washington 99224-9198 and its mailing address of P.O. Box 2515, Spokane, Washington 99220-2515 (hereinafter "Secured Party").

**RECITALS**

**WHEREAS**, Secured Party has made, is making and may make certain loans (the "Loans") to Precept Brands LLC (hereinafter "Borrower") pursuant to certain notes and related agreements and documents, as amended from time to time (collectively the "Loan Documents");

**WHEREAS**, Debtor executed a Fifth Amended and Restated Security Agreement and License of Intellectual Property in favor of Secured Party on or about August 18, 2014 (the "Fifth Amended IP Security Agreement");

**WHEREAS**, Debtor executed a certain Sixth Amended and Restated General Business Security Agreement dated on or around even date herewith and other documents (hereinafter the "Sixth Amended Security Agreement"), which granted to Secured Party a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, and general intangibles and intellectual property, including, but not limited to trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral";

**WHEREAS**, Debtor and Secured Party wish to make specific provisions in this Agreement for Debtor's intangibles and intellectual property identified herein, including for the recording thereof in the appropriate offices; and

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

A. Restatement of Fifth Amended IP Security Agreement. This Agreement hereby amends and restates the Fifth Amended IP Security Agreement, in its entirety. The Recitals to this

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(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)

Agreement are hereby incorporated into and constitute a part of this Agreement. The existing lien priority created by the Fifth Amended IP Security Agreement is not affected by this Agreement.

**B. Incorporation of Sixth Amended Security Agreement.** All of the terms and provisions of the Sixth Amended Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the Sixth Amended Security Agreement.

**C. Grant of Security Interest in Intellectual and Intangible Property.** Debtor hereby irrevocably grants a security interest to Secured Party in all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Borrower to Secured Party:

1. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule A attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

(c) All rights to sue for the past, present and future infringements of the Trademarks; and

(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

2. All copyrights, including, without limitation, all unregistered or common law copyrights.

3. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by Debtor and which is covered by such Licenses to the extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

4. The goodwill of each of Debtor's businesses connected with and or symbolized by the business, the Trademarks (hereinafter "Goodwill").

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(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)**

5. The trade secrets, recipes, formulas and Confidential Information of Debtor's business. For the purposes of this Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtor, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all formulas and winemaking techniques and processes; and ingredient standards, ingredient supplier and customer lists, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

6. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Secured Party's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

**D. Disposition of Intellectual Property.** After the occurrence of an Event or Default (as defined in the Sixth Amended Security Agreement), Secured Party may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and or product lines of Debtor. Secured Party shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and or product lines of Debtor (or a part thereof).

**E. License to Use Intellectual and Intangible Property.** In addition to Secured Party's other rights and interests herein, Debtor grants to Secured Party an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Secured Party to manufacture, use, sub-license and or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Section C above.

**F. Waiver of Payments by Secured Party.** Secured Party shall have no liability to Borrower, Debtor or any other party for any royalties or other charges arising from Secured Party's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Secured Party from any royalties, expenses, charges, and or liabilities incurred by Secured Party under this Agreement (or otherwise) and from any litigation, claims, actions and or proceedings against Secured Party regarding the use and or disposition of the Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability

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resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition.

**G. Termination of this Security Agreement and License.** The term of the security agreement and license granted to Secured Party herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or

2. Full satisfaction of all of Borrower's obligations to Secured Party, as set forth in the Sixth Amended Security Agreement.

Upon payment in full of the obligations, Secured Party shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Secured Party's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Secured Party during the term of this Agreement in accordance with the terms hereof), according to the Sixth Amended Security Agreement.

**H. Duties of Debtor.** Until the Intellectual and Intangible Property are disposed of as contemplated in Section C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;

2. Prosecute diligently any Trademark rights and or application acquired by Debtor now or hereafter until the Obligations shall have been paid in full;

3. Preserve and maintain all of Secured Party's rights in and to the Trademark(s), Copyright(s) and License(s), including without limitation, filing all necessary declarations, renewals and government fees in connection therewith; and

4. Promptly notify Secured Party in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Secured Party shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Secured Party's use thereof; nor shall Secured Party have any duties in connection with the application for, protection and or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any patentable invention or in any Trademark or Copyright without the prior written consent of Secured Party.

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(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)**

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I. Secured Party's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Secured Party shall commence any such permitted suit, Debtor shall, at the request of Secured Party, do all lawful acts and execute all proper documents required by Secured Party in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in exercise of its rights under this Agreement. In the event Secured Party incurs any expense or cost in protecting and or enforcing its rights under this Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the Sixth Amended Security Agreement and subject to all the provisions thereof. Upon the request of Secured Party, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Secured Party to properly record or evidence this pledge and mortgage with the appropriate domestic and or foreign governmental authorities.

J. Waivers. No course of dealing between Debtor and Secured Party, nor any failure to exercise, or any delay in exercising, on the part of Secured Party, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Secured Party from any other or further exercise of any right or privilege, pursuant to the Sixth Amended Security Agreement.

K. Severability. The provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

L. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Secured Party.

M. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the Sixth Amended Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

N. Beneficiaries. This Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its respective successors and assigns.

O. Default Limited. Wherever this Agreement provides that Secured Party shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by Secured Party in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of

SIXTH AMENDED AND RESTATED SECURITY AGREEMENT  
AND LICENSE OF INTELLECTUAL PROPERTY - 5  
(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)



determining whether Secured Party may exercise rights and remedies after, or whether certain changes in the terms of this Agreement occur as a result of, the occurrence of an Event of Default.

**P. WAIVER OF JURY TRIAL.** DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS AGREEMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

Dated as of the day and year first above written.

**PRECEPT BRANDS LLC**

By: Charles M. Williamson

Charles M. Williamson, Authorized Agent

**DANBREW WINE LLC**

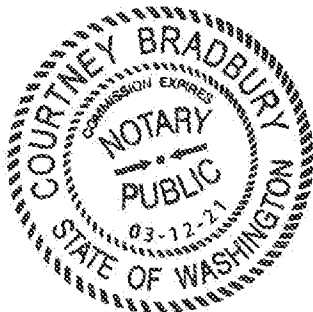
By: Daniel R. Baty

Daniel R. Baty, Manager

STATE OF WA

County of King ) ss.

On this 10th day of August, 2018, before me personally appeared Charles M. Williamson, known to me to be an Authorized Agent of Precept Brands LLC, the limited liability company that executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



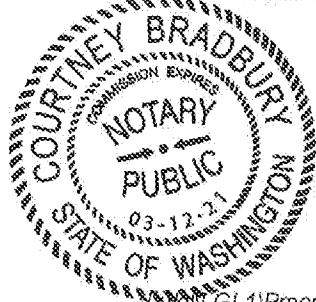
Courtney Bradbury  
Notary Public for the State of WA  
Residing at Seattle  
My commission expires 3-12-21  
Printed Name Courtney Bradbury

**SIXTH AMENDED AND RESTATED SECURITY AGREEMENT  
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(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)

**TRADEMARK**  
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STATE OF WA )  
County of King ) ss.

On this 10th day of August, 2018, before me personally appeared Daniel R. Baty, known to me to be a Manager of Dandrew Wine LLC, the limited liability company that executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



Courtney Bradbury  
Notary Public for the State of WA  
Residing at Seattle  
My commission expires 3-12-21  
Printed Name Courtney Bradbury

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SIXTH AMENDED AND RESTATED SECURITY AGREEMENT  
AND LICENSE OF INTELLECTUAL PROPERTY - 7  
(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)

TRADEMARK  
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**SCHEDULE A**

to

**Sixth Amended and Restated Security Agreement and License of Intellectual Property**

<b>TRADEMARK</b>	<b>U.S. TRADEMARK REGISTRATION NUMBER</b>
Alder Ridge	3,810,455
Altitude Project	4,548,862
Apex	1,693,463
Avery Lane	3,054,621
B. Lovely	3,659,185
Battle Creek	3,204,373
Bewitched	4,262,094
Black Bubbles	4,031,185
Bloom	3,054,612
Bradford Mountain	2,709,874
Browne Family	3,709,145
Browne Family Vineyards Heritage	5,281,481
Browne Family Vineyards Tribute	4,773,414
California Square	4,433,432
Canoe Ridge	1,859,259
Canoe Ridge	2,477,683
Canoe Ridge Vineyard	3,472,104
Canoe Ridge Vineyard	3,692,500
Canoe Ridge Vineyard & Design	2,895,439
Cense (2017)	5,419,942
Chateau Crisp	4,351,176
Cherry Street	3,716,778
Chocolate Shop	4,056,513
Ciao Bella	3,583,372
Dearly Beloved	4,126,848
Dearly Beloved Forever Red	4,126,927
Dearly Beloved I Thee Red "Back to the Very Earth"	4,335,018
Domaine Saint Vincent	4,793,143
DSV	4,671,856

**SIXTH AMENDED AND RESTATED SECURITY AGREEMENT  
AND LICENSE OF INTELLECTUAL PROPERTY - 8**  
(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)

**TRADEMARK**  
**REEL: 006460 FRAME: 0256**

TRADEMARK	U.S. TRADEMARK REGISTRATION NUMBER
Eden Ridge	4,321,613
Fish House	3,430,838
Fugitive	4,207,160
Glaze	4,417,007
Gruet	4,793,141
Gruet & Design	4,671,857
Gruet Winery	4,793,142
Harvest Press	5,139,054
Healdsburg Ranches	3,398,113
House Red Wine & Design	4,224,309
House Wine & Design	3,136,632
House Wine & Design	5,052,501
Inconspicuous	4,716,702
Lunar Harvest	3,583,374
Mad Duck	4,475,590
Maison De Joie	5,419,504
Off Centre	121,820 (California)
One Armed Man	4,740,323
Paradise Peak	4,466,458
Paso Ranches	4,498,771
Pendulum	3,056,129
Petals	3,515,036
Pine & Post	3,055,264
Primarius	3,583,373
Ra The Huntsman	4,865,310
Radius	4,883,778
Red Impulse	4,472,600
Red Knot	3,050,756
Red Table Wine & Design	3,097,644
Red Theory	4,355,542
Ruby Sky	4,355,083
Sagelands	2,485,948
Sauvignon Republic	3,252,211
Sawtooth	3,983,210
Shingleback	2,844,573
Shuck's	4,293,382
Six Prong	2,899,856
Sockeye	3,054,627
Sonoma Ranches (2014)	5,142,240
Ste. Chapelle	3,453,753

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(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)

TRADEMARK	U.S. TRADEMARK REGISTRATION NUMBER
Ste. Chapelle Panoramic Idaho	4,860,171
Steak House	3,439,858
Stonegate	2,830,129
Sweet Pea	3,515,037
The Magnificent Wine Company	3,219,649
The Magnificent Wine Company	5,046,920
The Manhattan Project	3,974,339
The Originals	5,066,265
Unconditional	4,787,254
Undaunted	5,158,101
Washington Hills	3,377,674
Waterbrook	3,132,567
WB	3,445,159
WB Bridgman	1,930,456
Wild Meadows	4,620,856
Wildhaven	4,265,811
Wine Bottle Design	3,054,637

TRADEMARK	U.S. TRADEMARK APPLICATION SERIAL NUMBER
Chocolate Shop Crème De Cocoa	85/252,179
Coco Rosso	85/219,479
Confectioner's	85/334,124
Confectioner's Angel Cake	85/250,604
Confectioner's Chocolate	85/252,172
Confectioner's Sweet Symphony	85/223,173
Curious Beasts	88/050,764
Gilbert Gruet (filed as ITU)	86/338,182
Goodness Grape	85/219,478
Paso Hills	87/824,543
Red Drop	85/219,476
The Vineyard	85/293,751

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(Precept Brands LLC/Note Nos. 6045563, 6217915, 6235043 and 6240840)