

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spring Mountain Vineyard, Inc.		10/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG California LLC, as collateral agent		
Street Address:	One Penn Plaza, Suite 5320		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3274645	CHATEAU CHEVALIER	
Registration Number:	2854066	ELIVETTE	
Registration Number:	1885177	SPRING MOUNTAIN	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050319-0074		
NAME OF SUBMITTER:	Scott Kareff (050319-0074)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	10/15/2018		
Total Attachments: 4			
source=Vineyard_ Trademark Security Agreement (Executed)#page1.tif			
source=Vineyard_ Trademark Security Agreement (Executed)#page2.tif			

CH \$90.00 3274645

source=Vineyard_ Trademark Security Agreement (Executed)#page3.tif

source=Vineyard_ Trademark Security Agreement (Executed)#page4.tif

EXECUTION VERSION

This TRADEMARK SECURITY AGREEMENT, dated as of October 11, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of MGG California LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, each of the Grantors is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Trademarks (collectively, the "Trademarks"), and the registrations and applications associated therewith;

WHEREAS, each Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and


WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

[Signature Pages Follow]

Dated as of the date first written above.

SPRING MOUNTAIN VINEYARD, INC.

By: 
Name: Constantine S. Yannias
Title: President

COLLATERAL AGENT:

MGG CALIFORNIA LLC,

By: _____

Name:

Kevin F. Griffin

Title:

CEO

SCHEDULE OF
REGISTERED TRADEMARKS

Trademark	Country	Registration Number	Owner
CHATEAU CHEVALIER	USA	3,274,645	Spring Mountain Vineyard Inc.
ELIVETTE	USA	2,854,066	Spring Mountain Vineyard Inc.
SPRING MOUNTAIN (Typed Drawing)	USA	1,885,177	Spring Mountain Vineyard Inc.