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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM523025

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF THE WEST		05/01/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	THIS REALM LLC
Street Address:	5795 Silverado Tail
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94558
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4835025	R
Registration Number:	4773109	THE ABSURD
Registration Number:	4347385	THE BARD
Registration Number:	2949267	REALM CELLARS
Registration Number:	2949266	REALM

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	038383.000007
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	05/10/2019

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 1, 2019 ("Release"), is made by BANK OF THE WEST, a California corporation ("Secured Party"), in favor of THIS REALM LLC, a California corporation ("Debtor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 22, 2015 ("Security Agreement") between the Debtor and Secured Party, and the Memorandum and Notice of Security Interest In Intellectual Property dated as of December 22, 2015 ("IP Memo") between the Debtor and Secured Party, Debtor granted to the Secured Party a security interest in and to all of Debtor's right, title and interest in and to the following (collectively, the "IP Collateral"): (a) the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and herein incorporated by this reference owned by Debtor ("Trademarks"), together with with goodwill and assets of the business; (b) the patents and patent applications which are identified on Schedule A attached hereto and herein incorporated by this reference owned by Debtor ("Patents"); (c) the copyright registrations which are identified on Schedule A attached hereto and herein incorporated by this reference owned by Debtor ("Copyrights"), and (d) all actions for infringement concerning the foregoing; and

WHEREAS, the IP Memo was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on December 30, 2015 at Reel 5702 Frame 0171.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Memo.

SECTION 2. <u>Termination and Release</u>. Secured Party hereby:

- (a) absolutely, unconditionally and irrevocably terminates the IP Memo;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the security interest in and to all of Debtor's right, title and interest in and to the IP Collateral, including, but not limited to, the foregoing listed on <u>Schedule A</u> attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO or other IP office at Debtor's expense.

SECTION 3. Further Assurances. Secured Party, at Debtor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect, confirm, or reflect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Secured Party will, at Debtor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

BANK OF THE WEST

Name: Keiko Abella Title: Vice President

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Schedule A

U.S. Trademarks Subject to Security Interest Granted by This Realm LLC In Favor of Bank of the West Recorded December 30, 2015 at Reel 5702 Frame 0171

Trademark Registrations

Mark	Reg. No.	Reg. Date
R and Design	4835025	10/20/15
THE ABSURD	4773109	07/14/15
THE BARD	4347385	06/04/13
REALM CELLARS	2949267	05/10/05
REALM	2949266	05/10/05

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RECORDED: 05/10/2019