

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klinker Brick Winery, Inc.		06/28/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Farmers & Merchants Bank of Central California
Street Address:	121 West Pine Street
City:	Lodi
State/Country:	CALIFORNIA
Postal Code:	95240
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88124214	BRICKMASON
Serial Number:	78563690	OLD GHOST
Serial Number:	86130056	BRICKS & ROSES
Serial Number:	86016706	TRANZIND
Serial Number:	78573647	KLINKER BRICK
Serial Number:	85937458	MARISA VINEYARD
Serial Number:	85314395	GOLD BRICK
Serial Number:	86171742	1850°
Serial Number:	77246861	FARRAH
Serial Number:	87202089	THE BRICK

CORRESPONDENCE DATA

Fax Number: 9162447007

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: 9165698131

Email: gjosephson@swjllp.com

Correspondent Name: Gregg D. Josephson

Address Line 1: 1601 Response Road, Suite 360

Address Line 4: Sacramento, CALIFORNIA 95815

TRADEMARK

NAME OF SUBMITTER:	Gregg D. Josephson
SIGNATURE:	/Gregg D. Josephson/
DATE SIGNED:	08/07/2019
Total Attachments: 4 source=Transfer Security Agreement (Klinker Brick)#page1.tif source=Transfer Security Agreement (Klinker Brick)#page2.tif source=Transfer Security Agreement (Klinker Brick)#page3.tif source=Transfer Security Agreement (Klinker Brick)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of June 28, 2019, is made by and between KLINKER BRICK WINERY, INC., a California corporation (the "Grantor") in favor of FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA, a California banking corporation (the "Lender").

WHEREAS, Grantor has entered into a Business Loan Agreement dated as of June 28, 2019 (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Commercial Security Agreement dated as of June 28, 2019, made by and among the Grantor and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security

Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

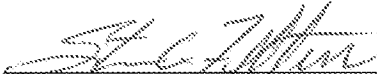
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

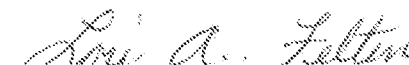
GRANTOR:

KLINKER BRICK WINERY, INC.,
a California corporation

By: _____


STEVEN C. FELTEN, President

By: _____


LORI A. FELTEN, Vice President

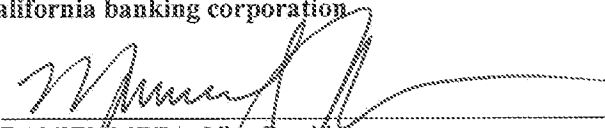
Address for Notices:
15887 N. ALPINE ROAD
LODI, CA 95240

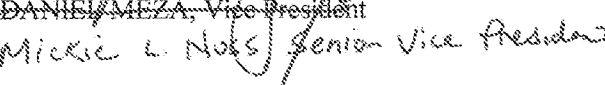
AGREED TO AND ACCEPTED:

LENDER:

FARMERS & MERCHANTS BANK
OF CENTRAL CALIFORNIA,
a California banking corporation

By: _____


DANIEL MEZA, Vice President


Mickie L. Noss, Senior Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

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

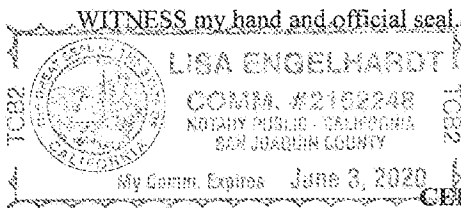
State of California

County of San Joaquin

On July 22, 2019 before me, Lisa Engelhardt, Notary Public

personally appeared Steven C. Felten & Lorix Felten, 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.



Signature Lisa Engelhardt

CERTIFICATE OF ACKNOWLEDGEMENT

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

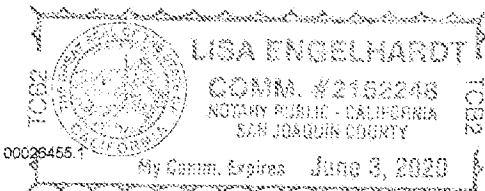
County of San Joaquin

On July 22, 2019 before me, Lisa Engelhardt, Notary Public

personally appeared Mickie L. Nuss, 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.

WITNESS my hand and official seal.



Signature Lisa Engelhardt

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Serial Number	Registration Number	Registration Date	Record Owner
BRICKMASON	88124214	5771559	June 4, 2019	Klinker Brick Winery, Inc.
OLD GHOST	78563690	3091609	May 9, 2006	Klinker Brick Winery, Inc.
BRICKS & ROSES	86130056	5013296	August 2, 2016	Klinker Brick Winery, Inc.
TRANZIND	86016706	4594249	October 15, 2013	Klinker Brick Winery, Inc.
KLINKER BRICK	78573647	3057777	February 7, 2006	Klinker Brick Winery, Inc.
MARISA VINEYARD	85937458	4465461	January 14, 2014	Klinker Brick Winery, Inc.
GOLD BRICK	85314395	4180558	July 24, 2012	Klinker Brick Winery, Inc.
1850°	86171742	4660971	December 23, 2014	Klinker Brick Winery, Inc.
FARRAH	77246861	3414344	April 22, 2008	Klinker Brick Winery, Inc.
THE BRICK	87202089	5782088	June 18, 2019	Klinker Brick Winery, Inc.