

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE SUN VALLEY GROUP, INC.		12/31/2019	Corporation: CALIFORNIA
TRINITY VALLEY VINEYARDS, LLC		12/31/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 Woodmont Avenue, Suite 200
Internal Address:	c/o MidCap Financial Services, LLC, as servicer
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	statutory trust: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2428304	REDWOOD GROVE FRENCH TULIPS
Registration Number:	2428303	REDWOOD GROVE FRENCH TULIPS
Registration Number:	2557028	SUN PACIFIC BOUQUET
Registration Number:	2557013	SUN PACIFIC BOUQUET
Registration Number:	2099082	ROYAL LILIES
Registration Number:	1072337	LOVE-LILIES
Registration Number:	1359524	ORCHID-LILIES
Registration Number:	1826535	SUN VALLEY FLORAL FARMS
Registration Number:	1238664	LOVE-LILIES
Registration Number:	1255480	O ORCHID LILIES
Registration Number:	4282184	SONATA LILIES
Registration Number:	2885946	THE SUN VALLEY GROUP
Registration Number:	2533415	CREATING A WORLD OF COLOR
Registration Number:	3233943	LOST COAST LILIES
Registration Number:	3977469	DUBLET
Registration Number:	3897062	LILYTOPIA

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4288603	PLEASANT VALLEY PRODUCE
Registration Number:	2481000	FLOWERBUD.COM
Registration Number:	2519080	FLOWERBUD.COM
Registration Number:	4749127	STARGAZER BARN
Registration Number:	2395485	GROWER'S PICK
Registration Number:	2548798	FLOWERS 365
Registration Number:	2395484	MONTHLY SPLENDOR
Registration Number:	2329640	YEAR IN BLOOM
Registration Number:	5396861	HUMBOLDT GOLD
Registration Number:	4961820	BLOOMEXPERT.COM
Registration Number:	4843147	TRINITY RIVER VINEYARDS

CORRESPONDENCE DATA

Fax Number: 3126095005

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: hmillier@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	4101200.0219
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	01/06/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is entered into as of the 31st day of December, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“**Agent**”) and **THE SUN VALLEY GROUP, INC.**, a California corporation (“**TSVG**”), **TRINITY VALLEY VINEYARDS, LLC**, a California limited liability company (together with TSVG and any other Person that joins this agreement as a Grantor, each a “**Grantor**” and collectively, the “**Grantors**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to **FLOWERS HOLDING COMPANY, INC.**, a California corporation (“**Flowers Holding Company**”), **THE SUN VALLEY GROUP, INC.**, a California corporation (“**Sun Valley Group**”), **SUN VALLEY PRODUCE, LLC**, a California limited liability company (“**Sun Valley Produce**”), **ABC INDOOR RV STORAGE, LLC**, a California limited liability company (“**ABC Indoor RV Storage**”), **SUN VALLEY INTERNATIONAL**, a California corporation (“**Sun Valley International**”), **TRINITY VALLEY VINEYARDS, LLC**, a California limited liability company (“**Trinity Valley Vineyards**”), and any additional borrower that may hereafter be added to the Credit Agreement (together with Flowers Holding Company, Sun Valley Group, Sun Valley Produce, ABC Indoor RV Storage, Sun Valley International and Trinity Valley Vineyards, collectively the “**Borrowers**”) (the “**Credit Extensions**”) in the amounts and manner set forth in, and subject to the terms and conditions of, that certain Credit and Security Agreement, by and among Agent, the Lenders and the Borrowers dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure all Obligations.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for all Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all Obligations, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

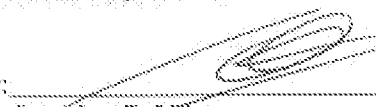
[Signature page follows.]

(Signature Page to Intellectual Property Security Agreement)

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

THE SUN VALLEY GROUP, INC., a
California corporation

By:  (SEAL)

Leendert DeVries
Chief Executive Officer

TRINITY VALLEY VINEYARDS, LLC, a
California limited liability company

By:  (SEAL)

Leendert DeVries
Manager

Address:

3160 Upper Bay Road
Arcata, CA 95521
Attn: Leendert DeVries
Facsimile: 707-426-8708
E-Mail: ldevries@tsvg.com

CHICAGO#3388178

TRADEMARK
REEL: 006831 FRAME: 0932

(Signature Page to Intellectual Property Security Agreement)

AGENT:

MIDCAP FUNDING IV TRUST, a Delaware statutory trust

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

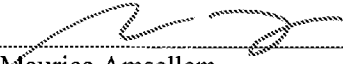
By:  (SEAL)
Maurice Amsellem
Authorized Signatory

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE			

EXHIBIT B

Patents

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE			

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Redwood Grove French Tulips and Design	2,428,304-US	December 13, 1999
Redwood Grove French Tulips	2,428,303-US	December 13, 1999
Sun Pacific Bouquet	TM1070917-CN	March 8, 2000
Sun Pacific Bouquet	2,557,028-US	March 8, 2000
Sun Pacific Bouquet and Design	TM1070918-CN	March 1, 2000
Sun Pacific Bouquet and Design	2,557,013-US	March 1, 2000
Royal Lilies and Design	2,099,082-US	July 8, 1996
Love-Lilies	1,072,337-US	September 20, 1976
Orchid-Lilies	1,359,524-US	January 26, 1982
Sun Valley Floral Farms and Design	1,826,535-US	January 25, 1993
Love-Lilies and Design	1,238,664-US	May 16, 1980
Orchid-Lilies and Design	1,255,480-US	May 16, 1980
Sonata Lilies	4,282,184-US	May 30, 2012
The Sun Valley Group and Design	2,885,946-US	June 30, 2003
Creating a World of Color	2,533,415-US	December 13, 1999
Lost Coast Lilies and Design	3,233,943-US	August 30, 2004
Dublet	3,977,469-US	October 29, 2010
Lilytopia	3,897,062-US	May 10, 2010
Pleasant Valley Produce and Design	4,288,603-US	June 30, 2012
Flowerbud.com	2,481,000-US	April 19, 1999
Flowerbud.com and Design	2,519,080-US	April 19, 1999
Stargazer Barn	4,749,127-US	March 3, 2014
Grower's Pick	2,395,485-US	August 4, 1999
Flowers 365	2,548,798-US	August 4, 1999
Monthly Splendor	2,395,484-US	August 4, 1999
Year in Bloom	2,329,640-US	May 12, 1999
Humboldt Gold	5,396,861-US	February 6, 2018
Bloomexpert.com	4,961,820-US	May 17, 2016
Stargazer Barn	TM1692216-CN	July 24, 2019
Trinity River Vineyards	4,843,147-US	October 27, 2015

EXHIBIT D

Mask Works

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE			