

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steelbird Ghetto Properties, LLC		10/08/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	555 S. Flower Street, 24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3181971	HEY MAMBO	
Registration Number:	3454858	LEESE FITCH	
Registration Number:	3493362	MOOBUZZ	
Registration Number:	3513248	PENNYWISE	
Registration Number:	3230932	PLUNGERHEAD	
Registration Number:	3166794	THE WHITE KNIGHT	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,khyshboo.patent@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	02/20/2020		

OP \$165.00 3181971

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2019, is made by STEELBIRD GHETTO PROPERTIES, LLC, a California limited liability company (“Grantor”), in favor of City National Bank (“CNB”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties under the below-defined Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 25, 2017 (as amended, restated or supplemented from time to time, the “Credit Agreement”), by and among Don Sebastiani & Sons International Wine Negotiants, as borrower (“Borrower”), the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and CNB, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement, dated as of August 25, 2017, as amended by the First Amendment to Security Agreement, dated as of October 8, 2019 (as amended, restated or supplemented from time to time, the “Security Agreement”), in favor of Agent to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

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

STEELBIRD GHETTO PROPERTIES, LLC, a California limited liability company, as Grantor

By _____
Name: Don A. Sebastiani, Jr.
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

CITY NATIONAL BANK, as Agent

By *[Signature]*
Name: Theresa Wong
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

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 Sonoma)

On _____, before me, _____, Notary Public, personally appeared DON A. SEBASTIANI, JR. 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.

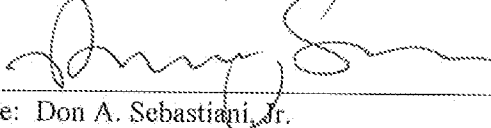
WITNESS my hand and official seal.

Signature _____ (Seal)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

STEELBIRD GHETTO PROPERTIES, LLC, a California limited liability company, as Grantor

By 
Name: Don A. Sebastiani, Jr.
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

CITY NATIONAL BANK, as Agent

By _____
Name _____
Title _____

ACKNOWLEDGMENT OF GRANTOR

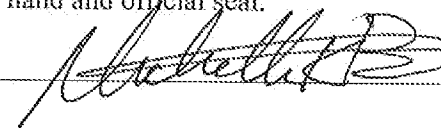
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Sonoma)

On Jan 6, 2020, before me, Michelle K. Benton, Notary Public, personally appeared DON A. SEBASTIANI, JR. 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  (Seal)



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEY MAMBO	3,181,971	12/5/2006
LEESE FITCH	3,454,858	6/24/2008
MOOBUZZ	3,493,362	8/26/2008
PENNYWISE	3,513,248	10/7/2008
PLUNGERHEAD	3,230,932	4/17/2007
THE WHITE KNIGHT	3,166,794	10/31/2006