

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FRANCIS COPPOLA WINERY, LLC		09/23/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as agent		
<b>Street Address:</b>	10 S. DEARBORN STREET		
<b>Internal Address:</b>	FLOOR L2, SUITE IL1-0480		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90079128	ADEMIA	
<b>Serial Number:</b>	90086787	LAIDBACK	
<b>Serial Number:</b>	88870170	MANTENERE	
<b>Serial Number:</b>	88559489	TRUE COAST	
<b>Serial Number:</b>	88537389	LUGBOX	
<b>Serial Number:</b>	88491869	CELESTIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	15476938		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		

CH \$165.00 90079128

<b>DATE SIGNED:</b>	09/24/2020
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2020 (this “Agreement”), between **FRANCIS COPPOLA WINERY, LLC**, a Delaware limited liability company (the “Assignor”) and **JPMORGAN CHASE BANK, N.A.** (the “Assignee”), as agent for various financial institutions (collectively, the “Lenders”) providing financing for the Assignor.

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 14, 2019 (as it may be amended or modified from time to time, including pursuant to that certain First Amendment and Limited Waiver to Amended and Restated Credit Agreement, dated as of the date hereof, among the Assignor, the other Loan Parties party thereto, the Assignee and the Lenders party thereto, the “Credit Agreement”) among Francis Coppola Winery, LLC, a Delaware limited liability company (the “Borrower”), the other Loan Parties party thereto, the Lenders, the Assignee, as administrative agent for the Lenders, and certain other agents party thereto (together with the Lenders, collectively, the “Lender Parties”), the Lender Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the “Trademarks”);

**WHEREAS**, the Assignor, has entered into the Pledge and Security Agreement, dated as of June 15, 2015 (as it may be amended or modified from time to time, including pursuant to that certain Supplement to Pledge and Security Agreement, dated as of May 14, 2019, by the Assignor, the “Security Agreement”), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the “Secured Parties”);

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks and to delete any reference to any Trademarks in which the Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.


**FRANCIS COPPOLA WINERY, LLC**, as Assignor

By:   
Name: W. Joseph Dryer  
Title: Chief Financial Officer

TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 007060 FRAME: 0296**

JPMORGAN CHASE BANK, N.A., as Assignee

By:   
Name: Kathryn M. McAndrew  
Title: Vice President

TRADEMARKS

None.

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial No.
Francis Coppola Winery, LLC	ADEMIA	July 28, 2020	90079128
Francis Coppola Winery, LLC	LAIDBACK	July 31, 2020	90086787
Francis Coppola Winery, LLC	MANTENERE	April 13, 2020	88870170
Francis Coppola Winery, LLC	TRUE COAST	August 1, 2019	88559489
Francis Coppola Winery, LLC	LUGBOX	July 25, 2019	88537389
Francis Coppola Winery, LLC	CELESTIAL	June 27, 2019	88491869

TRADEMARK LICENSES

None.