

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROOTS RUN DEEP, LLC		10/08/2020	Limited Liability Company: DELAWARE
EDUCATED GUESS, L.P.		10/08/2020	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UMPQUA BANK		
Street Address:	P.O. BOX 1580		
City:	Roseburg		
State/Country:	OREGON		
Postal Code:	97470		
Entity Type:	Chartered Bank: OREGON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5392279	THE PHD	
Registration Number:	5387156	THE VALEDICTORIAN	
Registration Number:	4319991	HYPOTHESIS NAPA VALLEY CABERNET SAUVIGNO	
Registration Number:	4206507	HYPOTHESIS	
Registration Number:	3396237	EDUCATED GUESS	
Registration Number:	3565305	X (NAPA VALLEY + 2005) CABERNET SAUVIGN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Joseph Landweber		
SIGNATURE:	/JOSEPH LANDWEBER/		

OP \$165.00 5392279

DATE SIGNED:	10/21/2020
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 8, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between (i) ROOTS RUN DEEP, LLC, a Delaware limited liability company ("RRD"), (ii) EDUCATED GUESS, L.P., a California limited partnership ("EG"), and (iii) each other Person who becomes a party hereto as an Additional Grantor (together with RRD, and EG, collectively, the "Grantors" and, individually, each a "Grantor") and (v) UMPQUA BANK, an Oregon-state chartered bank as Secured Creditor (together with its successors and assigns in such capacity, the "Secured Creditor").

Reference is made to (a) the Amended and Restated Business Loan Agreement (Asset Based), dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, and the other Persons party thereto as Borrower, the financial institutions named as lenders therein (together with their successors and assigns, the "Lender"), and the Secured Creditor, as lender, and (b) the Security Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors and the Secured Creditor, as secured party. It is a condition precedent to the making of Loans under the Credit Agreement that the Grantor shall have executed and delivered to the Secured Creditor this Agreement. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.
2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Obligations, each Grantor hereby grants to Secured Creditor, for the benefit of the Secured Creditors, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under Collateral consisting of all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Agreement) now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Applicable Law or other Excluded Property (the "Trademark Collateral"). Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.
3. Security Agreement. The Security Interest granted to Secured Creditor herein is granted in furtherance, and not in limitation, of the security interests granted to Secured Creditor pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Creditor with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

6. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, Secured Creditor shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

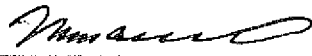
7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS (OTHER THAN THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor and Secured Creditor have executed this Agreement as of the date first above written.

GRANTORS:

ROOTS RUN DEEP, LLC

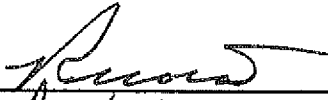
By: 
Name: Mark Albrecht
Title: Manager

EDUCATED GUESS, L.P.

By: 
Name: Mark Albrecht
Title: General Partner

SECURED CREDITOR:

UMPQUA BANK

By: 
Name: Randy Mora
Title: Senior Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Registration No.	Registration Date
ROOTS RUN DEEP, LLC	THE PHD	5392279	1/30/2018
ROOTS RUN DEEP, LLC	THE VALEDICTORIAN	5387156	1/23/2018
ROOTS RUN DEEP, LLC	HYPOTHESIS NAPA VALLEY CABERNET SAUVIGNON PRE- FERMENTATION PROCESS FLASH DÉTENTE RELATIVE HUMIDITY SOIL TYPE ALLUVIAL OPTIMUM BRIX DEGREES FERMENTATION BARREL FERMENTED BARREL TYPE FRENCH LIGHT INTESNSITY	4319991	4/16/2013
ROOTS RUN DEEP, LLC	HYPOTHESIS	4206507	9/11/2012
ROOTS RUN DEEP, LLC	EDUCATED GUESS	3396237	3/11/2008
ROOTS RUN DEEP, LLC	X (NAPA VALLEY + 2005) CABERNET SAUVIGNON	3565305	1/20/2009

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