

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618761

<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>
Appellation Trading Company LLC		12/18/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Marin		
<b>Street Address:</b>	504 Redwood Blvd., Suite 100		
<b>City:</b>	Novato		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94947		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6200308	LARA & RAND	
<b>Registration Number:</b>	6200309	EDICT	
<b>Registration Number:</b>	6200310	CHECKERED LILY	
<b>Registration Number:</b>	6200311	GUEST COTTAGE	
<b>Registration Number:</b>	6204859	ERIKSON & CARADIN	
<b>Registration Number:</b>	6204860	CARIUM ESTATES	
<b>Registration Number:</b>	6204847	ORINDA HAYES	
<b>Registration Number:</b>	6204848	AVIARA PRANA	
<b>Registration Number:</b>	6204849	M MACEDON	
<b>Registration Number:</b>	6200303	TYPHON ESTATES	
<b>Serial Number:</b>	90089359	RLS PALISADES WINERY	
<b>Serial Number:</b>	88900552	LAINE ESTATES	
<b>Serial Number:</b>	88900572	ROCKSLIDE VINEYARDS	
<b>Serial Number:</b>	88900574	THURLOW	
<b>Serial Number:</b>	88900576	LORTUM RICHE	
<b>Serial Number:</b>	88900578	TRUCHON CELLARS	
<b>Serial Number:</b>	88900584	ASHBY PARK ESTATES	
<b>Serial Number:</b>	88900587	INOCULUM	
<b>Serial Number:</b>	88900589	VINEYARDS FOUND	
<b>TRADEMARK</b>			

CH \$715.00 6200308

Property Type	Number	Word Mark
Serial Number:	88900594	VERDON ESTATE
Serial Number:	88900369	CHARLES LANDY VINEYARD
Serial Number:	88900373	SINGLE CAB VINEYARD
Serial Number:	88900376	CALAMUS
Serial Number:	88900382	ARLING BLAZE
Serial Number:	88900385	SHIPYARD ACRES
Serial Number:	88900387	KALLAN VINTNERS
Serial Number:	88900400	BEAU VIGNE
Serial Number:	88900408	ARKAS

**CORRESPONDENCE DATA**

**Fax Number:** 4159544480

*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:** 415-954-4964

**Email:** trademarks@fbm.com

**Correspondent Name:** David E. Stoll, Farella Braun + Martel

**Address Line 1:** 235 Montgomery Street, 17th Floor

**Address Line 4:** San Francisco, CALIFORNIA 94104

<b>ATTORNEY DOCKET NUMBER:</b>	39341 - sec agt
<b>NAME OF SUBMITTER:</b>	David E. Stoll
<b>SIGNATURE:</b>	/david e. stoll/
<b>DATE SIGNED:</b>	01/06/2021

**Total Attachments: 4**

source=ATC - TM Security Agreement (Executed)#page1.tif

source=ATC - TM Security Agreement (Executed)#page2.tif

source=ATC - TM Security Agreement (Executed)#page3.tif

source=ATC - TM Security Agreement (Executed)#page4.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of 12/18, 2020 by and between BANK OF MARIN ("Lender") and APPELLATION TRADING COMPANY LLC ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Business Loan Agreement dated as of December 12, 2017 (as amended through the date hereof and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Trademarks (as such term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Security Agreements, Grantor has granted to Lender a security interest in all of 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 the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and other Related Documents, Grantor grants and pledges to Lender a security interest in all of 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 trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) 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;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks;  
and

(e) 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.

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

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor

obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement shall be deemed to be a Related Document.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA, provided that notwithstanding anything contained herein to the contrary, Lender is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Lender pursuant to procedures approved by it; and provided, further, Lender reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this Agreement, and Grantor agrees to promptly deliver such manually executed counterpart signature pages.

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

7. Governing Law. This 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 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).

[signature page follows]

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.

GRANTOR

APPELLATION TRADING COMPANY LLC

DocuSigned by:  
By: Charles Bartlett  
Name: 169B194414...  
Title:

LENDER

BANK OF MARIN

DocuSigned by:  
By: Marshall Graves  
Name: 74209778A4F8440...  
Title:

EXHIBIT A

## Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
RLS PALISADES WINERY	90/089,359	03-AUG-2020
LAIN ESTATES	88/900,552	05-MAY-2020
LARA & RAND	6,200,308	17-NOV-2020
EDICT	6,200,309	17-NOV-2020
CHECKERED LILY	6,200,310	17-NOV-2020
GUEST COTTAGE	6,200,311	17-NOV-2020
ERIKSON & CARADIN	6,204,859	24-NOV-2020
CARIUM ESTATES	6,204,860	24-NOV-2020
ROCKSLIDE VINEYARDS	88/900,572	05-MAY-2020
THURLOW	88/900,574	05-MAY-2020
LORTUM RICHE	88/900,576	05-MAY-2020
TRUCHON CELLARS	88/900,578	05-MAY-2020
ASHBY PARK ESTATES	88/900,584	05-MAY-2020
INOCULUM	88/900,587	05-MAY-2020
VINEYARDS FOUND	88/900,589	05-MAY-2020
VERDON ESTATE	88/900,594	05-MAY-2020
CHARLES LANDY VINEYARD	88/900,369	04-MAY-2020
SINGLE CAB VINEYARD	88/900,373	04-MAY-2020
CALAMUS	88/900,376	04-MAY-2020
ARLING BLAZE	88/900,382	04-MAY-2020
SHIPYARD ACRES	88/900,385	04-MAY-2020
KALLAN VINTNERS	88/900,387	04-MAY-2020
ORINDA HAYES	6,204,847	24-NOV-2020
AVIARA PRANA	6,204,848	24-NOV-2020
BEAU VIGNE (Stylized)	88/900,400	04-MAY-2020
M MACEDON and Design	6,204,849	24-NOV-2020
TYPHON ESTATES	6,200,303	17-NOV-2020
ARKAS	88/900,408	04-MAY-2020