

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COPPER CANE LLC		06/04/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	MUFG UNION BANK, N.A
Street Address:	445 Figueroa St., Floor 16
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	5623369	BALADE
Registration Number:	5477272	MISSOULAN WASH
Registration Number:	5471503	KLAMATH'S KETTLE
Registration Number:	5158061	QUILT
Registration Number:	5459434	BOEN
Registration Number:	5157360	TORIAL
Registration Number:	5101621	RYAD
Registration Number:	5083582	BÖEN
Registration Number:	5041565	STEOORRA
Registration Number:	4952164	BERAN
Registration Number:	4819766	TULI
Registration Number:	4727411	
Registration Number:	4708333	AVRAE
Registration Number:	4646704	ELOUAN
Registration Number:	4804753	COPPER CANE
Registration Number:	6202301	QUILT & CO.
Registration Number:	6154713	THE GRACE OF THE LAND
Registration Number:	6060271	THE FABRIC OF THE LAND

OP \$890.00 5623369

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5957672	GOOD LIGHT YIELDS GREAT WINE
Serial Number:	88320400	JIROU
Serial Number:	87768662	BRAILLE
Serial Number:	87253512	THREAD COUNT
Serial Number:	87750448	WILLAMETTER JOURNAL
Serial Number:	90691655	DOC PALADINI VINEYARD
Serial Number:	90284590	DOC PALADINI
Serial Number:	90284558	THE NIGHT BRIGADE
Serial Number:	90668348	THE PICK
Serial Number:	90668330	DOC PALADINI VINEYARD
Serial Number:	90582871	PICKING HEAD
Serial Number:	88918450	KEY TO BUILDING 1
Serial Number:	88919319	AU-MAR
Serial Number:	88411700	KAEMP
Serial Number:	88960746	DRAKE'S HOLD
Serial Number:	88684514	GROWN IN OREGON MADE IN CALIFORNIA
Serial Number:	88684511	OREGON GROWN CALIFORNIA MADE

CORRESPONDENCE DATA

Fax Number: 5037782200

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: 9712953377

Email: trademarks@lanepowell.com

Correspondent Name: Cassandra Mercer

Address Line 1: 601 SW Second Ave., Ste. 2100

Address Line 4: Portland, OREGON 97204-3158

NAME OF SUBMITTER:	Cassandra Mercer
SIGNATURE:	/Cassandra Mercer/
DATE SIGNED:	06/07/2021

Total Attachments: 7

- source=5 - Copper Cane - First Amendment to IP Security Agmt (Copper Cane) EXECUTED#page1.tif
- source=5 - Copper Cane - First Amendment to IP Security Agmt (Copper Cane) EXECUTED#page2.tif
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**FIRST AMENDMENT TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into as of June 4, 2021, by COPPER CANE LLC, a California limited liability company ("Grantor"), in favor of MUFG UNION BANK, N.A. (in its capacity as administrative agent for the Lenders (as hereafter defined), "Agent").

RECITALS

A. Pursuant to that certain Credit and Security Agreement dated as of April 30, 2019, among NUAGE LLC, a California limited liability company and Grantor (collectively, the "Borrowers"), Agent, Lender, and the other financial institutions from time to time party thereto (the "Lenders") and those certain affiliate guarantors party thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. The Lenders' obligations to extend the credit facilities to Grantor under the Credit Agreement was subject, among other conditions, to receipt by Agent of that certain Intellectual Property Security Agreement dated as of April 19, 2019, by Grantor for the benefit of Agent (the "Copper IP Security Agreement").

C. In consideration of Agent entering into that certain Fourth Amendment to Credit and Security Agreement dated as of even date herewith, Agent and Grantor have agreed to certain changes in the terms and conditions set forth in the Copper IP Security Agreement and have agreed to amend the Copper IP Security Agreement to reflect said changes.

AGREEMENTS

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Copper IP Security Agreement shall be amended as follows:

1. Schedule A to Attachment I of the Copper IP Security Agreement shall be deleted and replaced in its entirety with the Schedule A to Attachment I to Security Agreement attached hereto.
2. Schedule E to Attachment I of the Copper IP Security Agreement shall be deleted and replaced in its entirety with the Schedule E to Attachment I to Security Agreement attached hereto.
3. Schedule H to Attachment I of the Copper IP Security Agreement shall be deleted and replaced in its entirety with the Schedule H to Attachment I to Security Agreement attached hereto.
4. Except as specifically provided herein, all terms and conditions of the Copper IP Security Agreement remain in full force and effect, without waiver or modification. All terms defined in the Copper IP Security Agreement shall have the same meaning when used in this Amendment. This Amendment and the Copper IP Security Agreement shall be read together, as one document.

5. Grantor hereby remakes all representations and warranties contained in the Copper IP Security Agreement and reaffirms all covenants set forth therein. Grantor further warrants that Grantor's name appearing in the preamble to this Agreement is Grantor's true and correct name and that Grantor is formed and in good standing under the laws of the State of Washington.

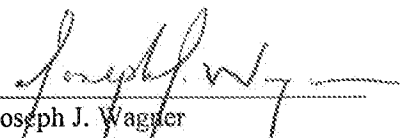
6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Amendment.

[SIGNATURE COMMENCES ON THE FOLLOWING PAGE]

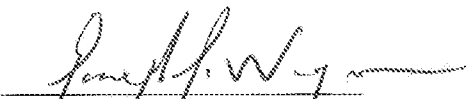
IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed as of the day and year first written above.


GRANTOR:

COPPER CANE LLC

By: 
Name: Joseph J. Wagner
Title: Manager


Agreed and acknowledged as to Section 2, Section 3(h) and Schedule H to Attachment I to the Copper IP Security Agreement:

By: 
Name: Joseph J. Wagner

By: 
Name: Richard Keith Roes

SCHEDULE A TO ATTACHMENT I
TO SECURITY AGREEMENT

TRADEMARKS

Serial Number	Reg. Number	Mark
88320400		JIROU
87768662		BRILLE
87375410	5623369	BALADE
87253512		THREAD COUNT
87750448		WILLAMETTER JOURNAL
87591852	5477272	MISSOULAN WASH
87591688	5471503	KLAMATH'S KETTLE
87069053	5158061	QUILT
86772242	5459434	BOEN
86841091	5157360	TORIAL
86772259	5101621	RYAD
86809407	5083582	BÖEN
86212817	5041565	STEORRA
86393141	4952164	BERAN
86460493	4819766	TULI
86396327	4727411	AVRAE CIGAR TUBE DESIGN 
86381437	4708333	AVRAE
86212747	4646704	ELOUAN
86148320	4804753	COPPER CANE
90691655		DOC PALADINI VINEYARD
90284590		DOC PALADINI
90284558		THE NIGHT BRIGADE
90668348		THE PICK
90668330		DOC PALADINI VINEYARD
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88960746		DRAKE'S HOLD
88684514		GROWN IN OREGON MADE IN CALIFORNIA
88684511		OREGON GROWN CALIFORNIA MADE
88826862	6202301	QUILT & CO.
88534026	6154713	THE GRACE OF THE LAND

Serial Number	Reg. Number	Mark
88456130	6060271	THE FABRIC OF THE LAND
88366184	5957672	GOOD LIGHT YIELDS GREAT WINE

SCHEDULE E TO ATTACHMENT I
TO SECURITY AGREEMENT

COPYRIGHTS

All copyright protected works of the Company, including without limitation its website and related materials at www.coppercane.com, and all artwork, drawings, photos, images, pictures and logos (whether finished or works in progress) owned or licensed by the Company”

SCHEDULE H TO ATTACHMENT I
TO SECURITY AGREEMENT

LICENSES GRANTED BY THIRD PARTIES TO GRANTOR

Patent and Technology License Agreement dated April 30, 2019, by and between, on the one hand, Richard Keith Roese and Joseph John Wagner, as licensors, and Copper Cane LLC, a California limited liability company, and Nuage LLC, a California limited liability company, as licensees

License from Joseph Wagner to use the Copper Cane trademark, whether or not evidenced in writing