# OP \$90.00 6197824

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM652246

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NUAGE 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: 3**

Property Type	Number	Word Mark
Registration Number:	6197824	
Registration Number:	3414136	CLARK & TELEPHONE VINEYARD
Registration Number:	2830607	BELLE GLOS

### **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: 5**

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### **GRANT OF SECURITY INTEREST**

This GRANT OF SECURITY INTEREST, dated as of June 4, 2021, is executed by NUAGE 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").

- A. Pursuant to a Credit and Security Agreement dated as of the date hereof, among Grantor, Copper Cane LLC (collectively, the "Borrowers"), certain subsidiaries of Borrowers, certain financial institutions party thereto from time to time (the "Lenders"), and Agent (as amended, restated, supplemented, extended, or 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. Grantor owns the trademarks and/or applications for trademarks more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Intellectual Property"):
- A . Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of Agent; and
- B. Pursuant to the Security Agreement, Grantor has granted to Agent a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the "Collateral"), to secure the prompt payment, performance, and observance of the Secured Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby 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.

Agent's address is:

MUFG Union Bank, N.A. 445 Figueroa St., Floor 16 Los Angeles, California 90071 Attention of Kathy Thompson

1

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

GRANTOR:

NUAGE LLC,

a Cathornia timited liability company

Name: Joseph J. Wa

Its: Manager

CIVIL CODE § 1189 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT 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 \_\_\_ personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (see a second) subscribed to the within instrument and acknowledged to me that/fe/she/they executed the same in his/her/their authorized capacity/es), and that by his/her/their signature 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. ALEJANDRA AGUILERA WITNESS my hand and official seal. lotary Public - California Mapa County Commission # 2253584 dy Comm. Expires Aug 11, 2022 Place Notary Seal Above · OPTIONAL ---Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document \_\_\_ Document Date: \_\_\_\_ Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: \_\_\_\_\_ Signer's Name: Corporate Officer - Title(s): \_\_\_\_\_ Corporate Officer - Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

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□ Trustee

Signer Is Representing: \_\_\_

Other:

Guardian or Conservator

☐ Trustee

☐ Other:

Signer Is Representing: \_\_\_

TRADEMARK
REEL: 007319 FRAME: 0005

☐ Guardian or Conservator

# SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

## **TRADEMARKS**

Serial Number	Reg. Number	Mark
87857182	6197824	THREE DIMENSIONAL DIPPED WAX STOPPER DESIGN
77166144	3414136	CLARK & TELEPHONE VINEYARD
76428193	2830607	BELLE GLOS

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REEL: 007319 FRAME: 0006

# SCHEDULE 1-B TO GRANT OF SECURITY INTEREST TRADEMARKS APPLICATIONS

None

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**RECORDED: 06/07/2021**