

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723267

<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>
TOLLIVER RANCH BRANDS, LLC		04/18/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INDUSTRIAL FUNDING GROUP, INC.		
<b>Street Address:</b>	13848 Ventura Blvd.		
<b>City:</b>	Sherman Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91423		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4735047	TOOTH & NAIL	
<b>Registration Number:</b>	4947499	DESTINATA	
<b>Registration Number:</b>	4735046	STASIS	
<b>Registration Number:</b>	5502089	THE FIEND	
<b>Registration Number:</b>	5502090	THE FRAGRANT SNARE	
<b>Registration Number:</b>	5502088	THE STAND	
<b>Registration Number:</b>	5852581	WE PRESS ON	
<b>Serial Number:</b>	87679497	THE POSSESSOR	
<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>	5303046922		
<b>Email:</b>	mberens@gemcapsolutions.com		
<b>Correspondent Name:</b>	GEMCAP SOLUTIONS, LLC		
<b>Address Line 1:</b>	9901 I.H. 10 West, Suite 800		
<b>Address Line 4:</b>	San Antonio, TEXAS 78230		
<b>ATTORNEY DOCKET NUMBER:</b>	1653729 TM		
<b>NAME OF SUBMITTER:</b>	Ramona Garcia		

OP \$215.00 4735047

<b>SIGNATURE:</b>	/Ramona Garcia/
<b>DATE SIGNED:</b>	04/22/2022
<b>Total Attachments: 11</b> source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page1.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page2.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page3.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page4.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page5.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page6.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page7.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page8.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page9.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page10.tif source=13. Tooth Nail - Trademark Security Agreement (Exectuion Version)#page11.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 18, 2022 (this "Agreement"), made by TOLLIVER RANCH BRANDS, LLC DBA TOOTH & NAIL WINE COMPANY, a California limited liability company with a principal place of business located at 3090 Anderson Road, Paso Robles, CA 93446 ("Grantor"), in favor of INDUSTRIAL FUNDING GROUP, INC., a California corporation with offices at 13848 Ventura Blvd., Sherman Oaks, CA 91423 (together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

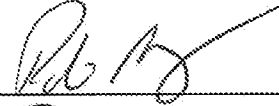
Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]**

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

**TOLLIVER RANCH BRANDS, LLC  
DBA TOOTH & NAIL WINE COMPANY**

By:   
Name: Rob Murray  
Title: CEO

**ACCEPTED AND AGREED:**

**LENDER:**

**INDUSTRIAL FUNDING GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

**TOLLIVER RANCH BRANDS, LLC  
DBA TOOTH & NAIL WINE COMPANY**

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**INDUSTRIAL FUNDING GROUP, INC.**

By:  \_\_\_\_\_  
Name: *Anthony P. Arons*  
Title: *President*

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]