

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cristie Kerr Wines LLC		06/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CBV Ventures LLC		
Street Address:	207 High Point Drive, Building 100		
City:	Victor		
State/Country:	NEW YORK		
Postal Code:	14564		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5134518	AGRO AD AMPHORUM	
Registration Number:	6034256	CRISTIE KERR WINES	
Registration Number:	3703496	CURVATURE	
Registration Number:	4275613		
Registration Number:	4378637		
Registration Number:	5147685	KERR CELLARS	
Registration Number:	5147900	KK KERR	
Serial Number:	90602475	HELICON	
Serial Number:	90200380	THE MEDALIST	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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>			
Phone:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	21615-249		

CH \$240.00 5134518

NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmwalsh/
DATE SIGNED:	07/08/2022

Total Attachments: 14

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SECURITY AGREEMENT
(Secured Convertible Promissory Note)

This Security Agreement (this “**Agreement**” or “**Security Agreement**”), dated as of June 29, 2022 (the “**Effective Date**”), is made by and among CRISTIE KERR WINES LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CBV Ventures LLC, a Delaware limited liability company (the “**Secured Party**”).

WHEREAS, the Grantor has, simultaneously with the execution and delivery of this Agreement, entered into that certain Secured Convertible Promissory Note, dated as of the date hereof, by and between the Company and the Secured Party (the “**Note**”); and

WHEREAS, this Agreement is given by the Grantor in favor of the Secured Party to secured the payment and performance of the Secured Obligations (as defined in Section 3 below).

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Note. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

a. “**Accounts,**” “**Chattel Paper,**” “**Equipment,**” “**Fixtures,**” “**General Intangibles,**” “**Goods,**” “**Instruments**” and “**Inventory**” shall each have the meaning provided in the Code.

b. “**Code**” shall mean Chapter 9 of the Uniform Commercial Code of the State of Delaware as the same may be amended from time to time.

c. “**Event of Default**” shall have the meaning set forth in Section 6 hereof.

d. “**Intellectual Property**” shall mean any (i) processes, methodologies, procedures, and trade secrets, (ii) Software, tools, and machine-readable texts and files, and (iii) literary works or other works of authorship, including documentation, reports, drawings, charts, graphics, and other written documentation. Without limiting the generality of the foregoing, Intellectual Property shall include all rights with respect to (a) all inventions (whether or not patented or patentable and whether or not reduced to practice) and industrial property, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (b) all mask work rights, database data, and copyrightable works, all copyrights, copyright applications, registrations, and renewals in connection therewith, and all moral rights, (c) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (d) all design rights, (e) any other similar rights or intangible assets recognized under any laws or international conventions to

which the United States is a member or signatory, including the Berne Convention, Universal Copyright Convention, Paris Convention, TRIPS, European Patent Convention, Patent Cooperation Treaty, Madrid Protocol, WIPO Copyright Treaty, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force, and (f) all copies and tangible embodiments of all of the foregoing (a) through (e) in any form or medium throughout the world.

2. **Grant of Security Interest.**

a. For value received and as collateral security to secure the Secured Obligations, the Grantor hereby grants to the Secured Party a security interest, lien and mortgage in and to, and agrees and acknowledges that the Secured Party has, and shall continue to have, a security interest, lien and mortgage in and to, all personal property of the Grantor, including, without limitation, those assets and properties of the Grantor of the types described below, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created or acquired (the property described or referred to in subsections (i) through (xii) below hereinafter collectively referred to as the “**Collateral**”):

- i. all Accounts;
- ii. all Chattel Paper;
- iii. all Equipment;
- iv. all Fixtures;
- v. all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- vi. all Goods;
- vii. all Instruments;
- viii. all Intellectual Property (excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications);
- ix. all documents, Chattel Paper, Goods, moneys, securities drafts, and property of the Grantor and all of the Grantor’s deposits (general or special), balances, sums, proceeds and credits with, and any of its claims against, the Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;

x. all motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these;

xi. all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or General Intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the property described or referred to in Sections 2(a)(i) through (x) above (the “**Books and Records**”); and

xii. all products and proceeds (as defined in the Code) of any of the property described above in any form, and all proceeds of such proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by the Grantor against third parties for loss or damage to, or destruction of, any of such property.

b. Notwithstanding the foregoing, Collateral shall not include any agreement of the Grantor relating to a government grant or the proceeds therefrom for which the grant of the security interest therein would be a violation of law or breach under any such agreement.

3. **Secured Obligations.** The security interest and assignment of rights contained in this Agreement (collectively, the “**Security Interests**”) are granted to secure the payment and performance of the following obligations described or referred to in Sections 3(a) through (c) below (collectively, the “**Secured Obligations**”):

a. any and all loans, advances (including, without limitation, future advances), indebtedness, interest, obligations and liabilities of Company to the Secured Party evidenced by the Note;

b. all costs and expenses reasonably incurred by the Secured Party to enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Obligations, to collect the Secured Obligations and to maintain, preserve and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorneys’ fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and

c. all renewals, extensions and modifications of such indebtedness or any part thereof.

4. **Grantor’s Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party that:

a. Except as set forth on Schedule 1 hereto, there is no financing statement or other document creating or evidencing a lien now on file in any public office covering any of the Collateral of the Grantor, or any lien or encumbrance on any of the Collateral of the Grantor,

whether such Collateral be real or personal, tangible or intangible, or whether the Grantor is named;

b. the principal place of business of the Grantors is 1250 Church Street, St. Helena, CA 94574 (the “**Principal Location**”);

c. the Collateral is located at those locations set forth on Schedule 2 hereto;

d. no dispute, right of setoff, counterclaim or defenses exist with respect to the Collateral or any part of the Collateral; and

e. all of the representations and warranties made by the Company in the Note are true and correct in all material respects.

5. **Grantor’s Covenant and Agreements.** The Grantor hereby covenants to the Secured Party and agrees that:

a. the Grantor shall, at its expense, make, procure, execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments, certificates, assignments, passbooks and supplemental writings, and do and deliver all acts, things, writings and assurances as the Secured Party may from time to time require in order to comply with the Code, or any other applicable law, and to preserve and protect the security interest hereby granted. In the event, for any reason, that the law of any jurisdiction other than the State of New York becomes or is applicable to the Collateral, or any part thereof, the Grantor agrees to execute and deliver all such instruments and to do all such other things as may be necessary or appropriate to preserve, protect and enforce the security interest or lien of the Secured Party, under the law of such other jurisdiction, to at least the same extent as such security interest would be protected under the Code;

b. until the termination of this Agreement, the Grantor will not execute and there will not be on file in any public office any financing statement or statements creating or evidencing a lien covering any of the Collateral, except: (i) as set forth on Schedule 1, (ii) as may have been or may hereafter be granted to the Secured Party, and (iii) liens granted to secure purchase money financing for subsequent purchases of personal property or equipment, to be secured solely by the purchased items and the proceeds therefrom, and the Grantor further agrees that it will keep the Collateral free from any lien, attachment, security interest, sequestration, encumbrance, or any other legal or equitable process, or any encumbrance of any kind or character, except as may be granted to the Secured Party or of which the Secured Party has actual knowledge and to which it otherwise consents in writing;

c. the Grantor shall keep the Collateral in good repair and condition, and shall use reasonable care to prevent the Collateral from being damaged or depreciated, in each case, ordinary wear and tear excepted;

d. during the continuation of any Event of Default, upon request of the Secured Party, the Grantor shall promptly at its expense: (i) deliver to the Secured Party, with appropriate endorsement or assignment, all Instruments, Chattel Paper, monies, checks, notes, drafts and other evidence of indebtedness, or other property in the nature of items of payment representing

proceeds of any of the Collateral, or arising from an Account which are then in, or may thereafter come into, the Grantor's possession; provided, however, proceeds from the sale of property which has been replaced by new property of value equal to or greater than the value of the replaced property when new may be retained by the Grantor; and (ii) direct all parties obligated on any of the Collateral to make all payments due or to become due thereon directly to the Secured Party or to such other person or officer as may be specified by the Secured Party;

e. the Grantor shall perform, at its sole cost and expense, any and all steps, and shall pay the amount of all reasonable expenses necessary to obtain, preserve, perfect, defend and enforce the security interest in the Collateral and to preserve, defend, enforce and collect the Collateral;

f. none of the Collateral shall be removed from its present location or disposed of by the Grantor without the prior written consent of the Secured Party, except the Grantor may sell inventory, if any, in the ordinary course of business. All risk and liability for safekeeping of the Collateral shall at all times, either before or after possession thereof by the Secured Party, remain that of the Grantor;

g. the Grantor shall have and maintain insurance at all times with respect to the Collateral in such amounts, in such form and with such companies as is reasonably satisfactory to the Secured Party. The Grantor shall bear the risk of loss to the extent of any deficiency in any effective insurance coverage with respect to loss or damage to the Collateral or any of the Collateral;

h. such Grantor shall indemnify and hold the Secured Party harmless from and against any and all present and future claims, liabilities and damages arising in connection with this Agreement, the Note, the Secured Obligations, or the Collateral, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by the Secured Party in respect thereof except for any of the foregoing arising solely out of the gross negligence or willful misconduct of the Secured Party;

i. the Grantor will immediately notify the Secured Party of any change in such Grantor principal place of business or chief executive office, or if any Event of Default (as defined in Section 6) occurs; and

j. the Grantor will not use the Collateral illegally and, whenever any of the Collateral includes obligations of third parties to the Grantor, such Collateral shall conform in all respects to the applicable requirements of any state or federal consumer credit law and the Grantor shall hold the Secured Party harmless and indemnify the Secured Party for any costs, losses or expenses incurred by the Secured Party, including without limitation attorneys' fees, arising from any illegality in connection with the Collateral.

6. **Events of Default.** The Grantor shall be in default under this Agreement upon the happening of any of the following events or conditions (each hereinafter called an "**Event of Default**"):

a. any breach by the Company of the Note; or

b. the Grantor shall have entered against it by a court having jurisdiction thereof a decree or order for relief with respect to the Grantor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official shall be appointed for the Grantor or for any part of the Grantor's property, or the winding up or liquidation of any Grantor's affairs shall have been ordered, or the Grantor shall have commenced a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for such relief in an involuntary case under any such law, or any such involuntary case shall be commenced, and not be dismissed within sixty (60) days, or the Grantor shall have consented to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Grantor or for any part of the Grantor's property, or the Grantor shall have made a general assignment for the benefit of creditors.

7. The Secured Party's Rights and Remedies.

a. The Secured Party, at any time, after and during the continuance of an Event of Default:

i. may require the Grantor to deposit in a special account at a bank to be designated by the Secured Party in the name of the Secured Party and styled "Collateral Account" any and all payments received by the Grantor with respect to the Collateral. Funds in such account are hereby assigned to the Secured Party and shall be impressed with the lien hereof to secure the Secured Obligations;

ii. may, at the sole option of the Secured Party, discharge taxes, liens and interest, perform or cause to be performed, for and on behalf of the Grantor, any actions and conditions, obligations or covenants which the Grantor has failed or refused to perform, and may pay for the repair, maintenance or preservation of any of the Collateral, and may do all other things deemed necessary by the Secured Party to perfect the security interest granted hereby and to preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, and may exercise all rights of the Grantor in the Collateral, and the Grantor hereby appoints the Secured Party its attorney-in-fact for such purposes, and all sums expended therefor, including, but not limited to, reasonable attorneys' fees, court costs, agents' fees or commissions, or any other costs or expenses, shall become a part of the Secured Obligations, shall bear interest from the date of payment at the interest rate set forth in the Note and shall be payable at the place designated for payment of the Secured Obligations and shall be secured by this Security Agreement; and

iii. may, in its sole discretion, require the Grantor to give possession or control of the Grantor's Collateral to the Secured Party; endorse as the Grantor's agent any instruments, documents, or accounts relating to the Collateral; contact the Grantor directly to verify accounts; notify the Grantor and any other parties liable under the Collateral to make payment directly to the Secured Party; take control of the Collateral or proceeds thereof, including, without limitation, stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Secured Obligations; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization,

recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms as the Secured Party may determine; and may require the Grantor to use their best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of the Grantor or such issuer.

b. In the event of the occurrence and continuation of any Event of Default, the Secured Party may, at its option, upon written notice to the Grantor, in addition to the rights and remedies provided in Section 7(a), without demand, presentment, or any other notice (which are fully waived):

i. declare the entire unpaid balance of the principal of the Secured Obligations to be in default and immediately due and payable, together with all accrued and unpaid interest thereon, reasonable attorneys' fees and all other collection charges;

ii. in addition to the rights and remedies provided in this Agreement, or in any other agreement, instrument or undertaking executed by the Grantor, invoke the rights and remedies of a secured party under the Code and any and all other laws;

iii. take possession and dispose of all or any portion of the Collateral, at public or private sale, as a unit or in parcels, upon any terms and prices and in any order, free from any claim or right of any kind including any equity of redemption of the Grantor, ANY SUCH DEMAND, RIGHT OR EQUITY BEING EXPRESSLY WAIVED AND RELEASED; and for such purpose the Secured Party may maintain all or any part of the Collateral on the Grantor's premises for such period of time as may be reasonably necessary without any charge whatsoever. Upon the Secured Party's demand, the Grantor will take all steps necessary to prepare the Collateral (including without limitation making any repairs to the Collateral requested by the Secured Party) for and otherwise assist in any proposed disposition of the Collateral; and assemble the Collateral and make it available to the Secured Party at a reasonably convenient location. Any disposition of the Collateral may be made by way of one or more contracts and at any such disposition it shall not be necessary to exhibit the Collateral.

c. In addition:

i. the Secured Party shall not be liable for any act or omission on the part of the Secured Party, its officers, agents, or employees, except for gross negligence or willful misconduct. All rights and remedies of the Secured Party hereunder are cumulative and may be exercised singularly or concurrently. The exercise of any right or remedy will not be a waiver of any other;

ii. the rights, titles, interests, liens and securities of the Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests or liens which the Secured Party may now or at any time hereafter hold securing the payment of the Secured Obligations, or any part thereof;

iii. the Secured Party is hereby expressly authorized to apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and the Grantor hereby expressly consents to any such appointment; and

iv. the Secured Party shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by the Secured Party with respect to any of the Collateral, first to the payment of all its reasonable expenses, including attorneys' fees and legal expenses, incurred in holding and preparing the Collateral, or any part thereof, for sale or other disposition, in arranging for such sale or other disposition, and in actually selling the same, and next toward payment of the balance of the Secured Obligations in such order and manner as the Secured Party in its sole discretion may deem advisable. If the proceeds are not sufficient to pay the Secured Obligations in full, the Grantor shall remain liable for any deficiency.

8. **Miscellaneous.**

a. This Agreement shall be governed by the internal law of the State of Delaware without regard to any conflicts of laws provisions that would require the application of the laws of any other state. The parties hereto each (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts in and for New York City, State of New York, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state and federal courts in and for New York City, State of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

b. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE NOTE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

neither shall be permitted to offer or introduce any oral evidence concerning any oral promises or oral agreements between the parties relating to the subject matter of this Security Agreement not included or referred to herein and not reflected by a writing signed by the Secured Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the date first written above.

GRANTOR:

CRISTIE KERR WINES LLC

By:



Name:

ERIK STEWART

Title:

PRESIDENT

SECURED PARTY:

CBV VENTURES LLC

By:

Name:

Title:

Address:

CBV Ventures LLC
c/o Constellation Brands, Inc.
207 High Point Drive, Building 100
Victor, New York 14564
Attention: General Counsel

[Signature Page to Convertible Note Security Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the date first written above.

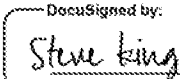
GRANTOR:

CRISTIE KERR WINES LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

CBV VENTURES LLC

By:  _____
Name: 207 1653306 107450 Steven King
Title: Vice President

Address: CBV Ventures LLC
c/o Constellation Brands, Inc.
207 High Point Drive, Building 100
Victor, New York 14564
Attention: General Counsel

SCHEDULE 1

PERMITTED OTHER LIENS AND ENCUMBRANCES

Merchant Financial – Current Revolving credit line

SCHEDULE 2

LOCATIONS OF COLLATERAL

Street and Mailing Address	County	Owned, Leased or Third Party	Name and address of Lessor or Third Party, as applicable
5555 Broadway #100 American Canyon, CA 94503	Napa	Leased	Copper Peak
1160 Research Blvd. St Louis MO 63132	St Louis	Leased	Copper Peak
7250 NW 36 th Ave. Miami FL 33147	Dade	Leased	Antares
1221 Duhig Road. Napa CA 94559	Napa	Leased	Cuvaision