

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784766

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest
RESUBMIT DOCUMENT ID:	900737160

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tiverton Advisors, LLC		12/05/2022	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association
Street Address:	60 Livingston Ave., EP-MN-WS3D
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1703593	SUNLIGHT
Registration Number:	4074908	GREEN EMERALD SEEDLESS
Registration Number:	4800609	FAMILY GROWN FOR FLAVOR & TASTE FOR 3 GE
Registration Number:	4561225	RED, BLACK, OR GREEN - HAPPY HALLOWEEN
Registration Number:	3928691	HARVEST HOBGOBLIN
Registration Number:	4611453	GRAND EMERALD
Registration Number:	4690027	NO TRICK ALL TREAT
Registration Number:	4534677	THE INCREDIBLE GRAPE PUMPKIN PATCH
Registration Number:	3928692	VINEYARD MAXIMUS
Registration Number:	6103197	HARVEST BILLIONAIRE
Registration Number:	6103196	HARVEST MILLIONAIRE
Registration Number:	6546199	SUNLIGHT
Registration Number:	1291427	SUNLIGHT
Registration Number:	5858027	PRETTY LADY VINEYARDS
Registration Number:	5453257	PRETTY LADY
Registration Number:	4819273	GRAPE-O-LANTERN
Registration Number:	4682915	SWEET SUMMER TREAT
Registration Number:	4293432	RED EMERALD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4227153	PRETTY BABY
Registration Number:	4265124	ESTEEM SEEDLESS
Registration Number:	2204549	CROWN PRINCE
Registration Number:	2126274	P&N
Registration Number:	2126275	PRETTY LADY
Serial Number:	90443319	SUNLIGHT
Serial Number:	90444295	DULCICH & SONS GROWER OF THE PRETTY LADY

CORRESPONDENCE DATA

Fax Number:

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: 7043778156

Email: jcarusone@robinsonbradshaw.com

Correspondent Name: Jennifer Carusone

Address Line 1: 101 N. Tryon Street, Suite 1900

Address Line 2: Robinson, Bradshaw & Hinson, P.A.

Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	02/06/2023

Total Attachments: 7

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ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This **ASSIGNMENT OF TRADEMARK SECURITY INTEREST** (this “Assignment”) is entered into by and among Tiverton Advisors, LLC (“Assignor”) and U.S. Bank Trust Company, National Association, not in its individual capacity but solely in its capacity as the Collateral Agent under that certain Collateral Agency Agreement (as defined below) (“Assignee”).

WHEREAS, Jakov Dulcich and Sons, LLC, a California limited liability company (the “Grantor”) is the owner of the trademarks listed on Schedule 1 attached hereto, (the “Trademarks”);

WHEREAS, the Grantor entered into a Loan Agreement (as amended, modified, restated or supplemented from time to time, the “Loan Agreement”), dated as of May 3, 2022, in which the Grantor agreed with Assignor to execute the Trademark Security Interest (“Security Agreement”) recorded with the United States Patent Office on May 4, 2022 at Trademark Reel/Frame 7712/0340.

WHEREAS, the Assignor has entered into a Collateral Agency and Intercreditor Agreement (the “Collateral Agency Agreement”), dated as of December 9, 2022, in which Assignor has agreed to assign to Assignee, all rights and obligations as the collateral agent for the lenders under, and its security interest granted to it for the benefit of the lenders by, the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, assigns and transfers to Assignee all rights under, and its security interest grant to it by, the Security Agreement, including without limitation, all of Assignor’s security interest in the Trademarks and Patents identified on Schedule 1 hereto. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest originally granted in the Security Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Assignee.

This Assignment has been executed and delivered by the Assignor and Assignee for the purpose of recording this Assignment with the United States Patent and Trademark Office. The Assignment is provided in connection with the Collateral Agency Agreement and is expressly subject to the terms and conditions thereof. The Assignee will be entitled to all of the rights, protections, privileges, immunities, and indemnities as set forth in the Collateral Agency Agreement relating to this Assignment.

This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts. Delivery of an executed signature page to this Assignment by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Assignment.

(Signature appears on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on this 5th day of December, 2022.

TIVERTON ADVISORS, LLC

DocuSigned by:
David Chatleton
By: _____
Name: David Chatleton
Title: Sole Member

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity but solely in its capacity as Collateral Agent

By: Christina Richie
Name: Christina Richie
Title: Vice President


[Signature Page to Assignment of IP Security Interest]






TRADEMARK
REEL: 007969 FRAME: 0519

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

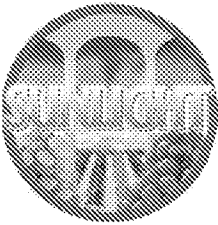

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No.	Filing Date	Registration Date	Owner
SUNLIGHT 	United States	Reg 1703593	App 11-OCT-1991	Reg 28-JUL-1992	JAKOV P. DULCICH AND SONS, LLC
GREEN EMERALD SEEDLESS	United States	Reg 4074908	App 13-AUG-2010	Reg 20-DEC-2011	JAKOV P. DULCICH AND SONS, LLC
FAMILY GROWN FOR FLAVOR & TASTE FOR 3 GENERATIONS	United States	Reg 4800609	App 25-APR-2014	Reg 25-AUG-2015	JAKOV P. DULCICH AND SONS, LLC
RED, BLACK, OR GREEN - HAPPY HALLOWEEN	United States	Reg 4561225	App 12-APR-2013	Reg 01-JUL-2014	JAKOV P. DULCICH AND SONS, LLC
HARVEST HOBGOBLIN	United States	Reg 3928691	App 28-JUL-2010	Reg 08-MAR-2011	JAKOV P. DULCICH AND SONS, LLC
GRAND EMERALD	United States	Reg 4611453	App 10-MAR-2014	Reg 23-SEP-2014	JAKOV P. DULCICH AND SONS, LLC
NO TRICK ALL TREAT	United States	Reg 4690027	App 29-MAY-2014	Reg 17-FEB-2015	JAKOV P. DULCICH AND SONS, LLC
THE INCREDIBLE GRAPE PUMPKIN PATCH	United States	Reg 4534677	App 12-APR-2013	Reg 20-MAY-2014	JAKOV P. DULCICH AND SONS, LLC
VINEYARD MAXIMUS	United States	Reg 3928692	App 28-JUL-2010	Reg 08-MAR-2011	JAKOV P. DULCICH AND SONS, LLC
HARVEST BILLIONAIRE	United States	Reg 6103197	App 29-APR-2019	Reg 14-JUL-2020	JAKOV P. DULCICH AND SONS, LLC
HARVEST MILLIONAIRE	United States	Reg 6103196	App 29-APR-2019	Reg 14-JUL-2020	JAKOV P. DULCICH AND SONS, LLC

Trademark	Country/ Jurisdiction	Registration No.	Filing Date	Registration Date	Owner
SUNLIGHT	United States	Reg 6546199	App 31-DEC-2020	Reg 02-NOV-2021	JAKOV P. DULCICH AND SONS, LLC
SUNLIGHT 	United States	Reg 1291427	App 18-JUL-1983	Reg 21-AUG-1984	JAKOV P. DULCICH AND SONS, LLC
PRETTY LADY VINEYARDS 	United States	Reg 5858027	App 26-SEP-2017	Reg 10-SEP-2019	JAKOV P. DULCICH AND SONS, LLC
PRETTY LADY	United States	Reg 5453257	App 25-SEP-2017	Reg 24-APR-2018	JAKOV P. DULCICH AND SONS, LLC
GRAPE-O-LANTERN	United States	Reg 4819273	App 11-JUL-2014	Reg 22-SEP-2015	JAKOV P. DULCICH AND SONS, LLC
SWEET SUMMER TREAT	United States	Reg 4682915	App 09-APR-2014	Reg 03-FEB-2015	JAKOV P. DULCICH AND SONS, LLC
RED EMERALD	United States	Reg 4293432	App 16-APR-2012	Reg 19-FEB-2013	JAKOV P. DULCICH AND SONS, LLC
PRETTY BABY	United States	Reg 4227153	App 29-JUL-2011	Reg 16-OCT-2012	JAKOV P. DULCICH AND SONS, LLC
ESTEEM SEEDLESS	United States	Reg 4265124	App 23-MAR-2011	Reg 25-DEC-2012	JAKOV P. DULCICH AND SONS, LLC
CROWN PRINCE 	United States	Reg 2204549	App 12-JUN-1997	Reg 17-NOV-1998	JAKOV P. DULCICH AND SONS, LLC
P&N 	United States	Reg 2126274	App 10-JUN-1996	Reg 30-DEC-1997	JAKOV P. DULCICH AND SONS, LLC
PRETTY LADY 	United States	Reg 2126275	App 10-JUN-1996	Reg 30-DEC-1997	JAKOV P. DULCICH AND SONS, LLC

2. TRADEMARK APPLICATIONS

Trademark	Country/ Jurisdiction	Application No.	Filing Date	Registration Date	Owner
<p>SUNLIGHT</p> 	United States	App 90443319	App 31-DEC-2020	N/A	JAKOV P. DULCICH AND SONS, LLC
<p>DULCICH & SONS GROWER OF THE PRETTY LADY BRAND</p> 	United States	App 90444295	App 01-JAN-2021	N/A	JAKOV P. DULCICH AND SONS, LLC