

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vineburg LLC		04/19/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sonoma Wine 2000 Denmark, LLC		
Street Address:	911 N. West St., Suite 207		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1362313	GUNDLACH BUNDSCHU	
Registration Number:	5151961	ABBOT'S PASSAGE	
Registration Number:	6835055	THOUSAND HILLS	
Registration Number:	6835056	LAUREL AND BAY	
Registration Number:	6981259	ABBOT'S PASSAGE VERDANT WILD	
Registration Number:	6602211	MAKESHIFT	
Registration Number:	6649710	ABBOT'S AP PASSAGE THE TRAVERSE	
Registration Number:	6324415	· TOWLE WINE · COMPANY M	
Registration Number:	6235684	TOWLE WINE COMPANY	
Registration Number:	5969216	TRIPOINT	
Registration Number:	5732021	THIS IS MY PEACE SIGN	
Registration Number:	5547216	SIGHTLINE	
Registration Number:	5303496	REDSHIFT	
Registration Number:	5623196	ABBOT'S PASSAGE - THE CROSSING	
Registration Number:	5187956	DUE WEST	
Registration Number:	5187957	POINTS UNKNOWN	
Registration Number:	4651998	HUICHICA MUSIC FESTIVAL	
Registration Number:	3806275	RHINEFARM VINEYARD	
Registration Number:	3706126	GB	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3574951	GBW
Serial Number:	97281012	BECOME TOGETHER
Serial Number:	97175159	GUN BUN
Serial Number:	90566282	SPARKLE HOUSE
Serial Number:	90520273	VARIABLE STAR

CORRESPONDENCE DATA

Fax Number: 2067577097

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: 206-757-8097

Email: seatm@dwt.com

Correspondent Name: Cindy L. Caditz, Davis Wright Tremaine

Address Line 1: 920 Fifth Avenue, Suite 3300

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	116898-11
NAME OF SUBMITTER:	Brenda Nixdorf
SIGNATURE:	/Brenda Nixdorf/
DATE SIGNED:	04/20/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 19, 2023, is made by **VINEBURG LLC**, a California limited liability company ("Vineburg"), **ECHO ECHO, LLC**, a Delaware limited liability company ("Echo Echo" and, together with Vineburg and their successors and assigns, each, a "Grantor", and collectively, the "Grantors"), in favor of **SONOMA WINE 2000 DENMARK, LLC**, a Delaware limited liability company (together with its successors and assigns, "Secured Party").

W I T N E S S E T H:

WHEREAS, Grantors previously entered into various agreements with BMO Harris Bank, N.A., a national banking association and successor-in-interest to Bank of the West ("BMO Harris"), including the 2015 MEFA, the 2020 Loan Agreement, the 2021 AR LOC Note, the 2021 Equipment Purchase LOC Note and the 2022 MEFA (each as defined in the Loan Amendment Agreement) and other agreements, documents, instruments, substitutions, modifications, extensions, amendments or renewals executed and delivered in connection therewith prior to the date hereof (collectively, the "Existing Loan Documents"), pursuant to which BMO Harris provided loans and other financial accommodations to Grantors.

WHEREAS, pursuant to the Assignment of Loan Documents, dated as of the date hereof, between Secured Party and BMO Harris (the "Loan Assignment"), BMO Harris has assigned to Secured Party, and Secured Party has purchased from BMO Harris, all of BMO Harris' right, title and interest in the Existing Loan Documents.

WHEREAS, pursuant to the Loan Amendment Agreement, dated as of the date hereof, between Grantors, the guarantor party thereto and Secured Party (the "Loan Amendment Agreement"), the parties thereto have agreed to amend and supplement the Existing Loan Documents, subject to the terms and conditions set forth therein.

WHEREAS, as contemplated by the Loan Amendment Agreement and the other Loan Documents, Secured Party has agreed to make loans and other financial accommodations under the Loan Documents (collectively, the "Loan") to Grantors from time to time, which are evidenced in part by the following: (i) an Amended and Restated Accounts Receivable Line of Credit Note, dated as of the date hereof, executed by Grantors in favor of Secured Party (the "A&R AR LOC Note"), and (ii) an Amended and Restated Equipment Purchase Line of Credit Note, dated as of the date hereof, executed by Grantors in favor of Secured Party (the "A&R Equipment Purchase LOC Note" and together with the A&R AR LOC Note, the "Notes").

WHEREAS, as a condition to the Loan Assignment, the Loan Amendment Agreement and the making or continued making of each loan under the Loan Documents, Secured Party requires each of the Grantors to execute and deliver this Trademark Security Agreement.

WHEREAS, each Grantor acknowledges that it will directly or indirectly derive substantial benefits from Secured Party making the Loan to one or more Grantors.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Documents and to make extensions of credit to Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined in this Trademark Security Agreement have the meanings set forth in the Loan Amendment Agreement. As used herein, the following terms have the following meanings:

“Debtor Relief Laws” means the Federal Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the United States, any states thereof or other applicable jurisdictions in effect from time to time.

“Federal Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time.

“Loan Documents” shall mean the Existing Loan Documents, as amended and supplemented by the Loan Amendment Agreement, together with all other agreements, documents, instruments, substitutions, amendments, restatements, modifications, supplements, extensions, amendments or renewals executed and delivered from time to time in connection therewith. “Loan Documents” include without limitation the Loan Amendment Agreement, the Notes, and all other documents executed or delivered in connection with the Loan.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, any Grantor arising under any Loan Document, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Grantor, any other Loan Party or any Loan Party Related Party of any proceeding under any bankruptcy, insolvency or other Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (collectively, the “Trademark Collateral”), whether now owned or hereafter acquired or arising:

(a) all of its United States, state, territorial and provincial and foreign trademarks (including, to the extent constituting a trademark or service mark, trade names, corporate names, company names, business names, fictitious business names and internet domain names), service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for any of the foregoing, and all registered intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark, including without limitation the trademark registrations and applications referred to on Schedule 1 hereto (as such Schedule may be amended or supplemented from time to time);

(b) all renewals and extensions of any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity

for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Other Security Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the 2020 Loan Agreement and certain other Loan Documents. Each Grantor hereby acknowledges and agrees that additional rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the 2020 Loan Agreement and such other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

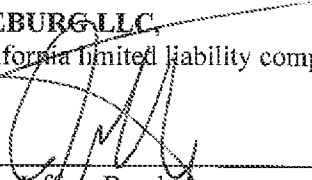
Section 6. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

[SIGNATURE PAGES FOLLOW]

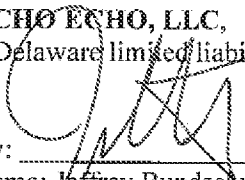
IN WITNESS WHEREOF, each Grantor caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

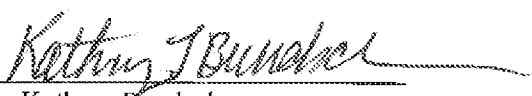
GRANTORS:

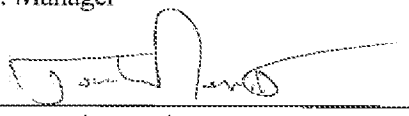
VINEBURG LLC,
a California limited liability company

By: 
Name: Jeffrey Bundschu
Title: General Manager

ECHO ECHO, LLC,
a Delaware limited liability company

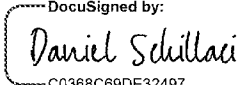
By: 
Name: Jeffrey Bundschu
Title: Manager

By: 
Name: Kathryn Bundschu
Title: Manager

By: 
Name: Towle Merritt
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:


SONOMA WINE 2000 DENMARK, LLC,
as Secured Party

By: 
Name: Daniel Schillaci
Title: Manager

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Word/Mark	Application Number	Application Date	Registration Date	Registration Number
Vineburg LLC	GUNDLACH BUNDSCHU	73526394	03/11/1985	09/24/1985	1362313
Vineburg LLC	ABBOT'S PASSAGE	86688764	07/09/2015	02/28/2017	5151961
Vineburg LLC	THOUSAND HILLS	90566291	03/08/2021	08/30/2022	6835055
Vineburg LLC	LAUREL AND BAY	90566301	03/08/2021	08/30/2022	6835056
Vineburg LLC	ABBOT'S PASSAGE VERDANT WILD	90520283	02/09/2021	02/14/2023	6981259
Vineburg LLC	MAKESHIFT	90520291	02/09/2021	12/28/2021	6602211
Vineburg LLC	ABBOT'S AP PASSAGE THE TRAVERSE	90316122	11/12/2020	02/22/2022	6649710
Vineburg LLC		90052605	07/14/2020	04/13/2021	6324415
Vineburg LLC	TOWLE WINE COMPANY	90052614	07/14/2020	12/29/2020	6235684
Vineburg LLC	TRIPOINT TRIPOINTS	88415274	05/03/2019	01/21/2020	5969216
Vineburg LLC	THIS IS MY PEACE SIGN	88070962	08/08/2018	04/23/2019	5732021
Vineburg LLC	SIGHTLINE	87532210	07/18/2017	08/21/2018	5547216

Vineburg LLC	REDSHIFT	87306155	07/18/2017	10/03/2017	5303496
Vineburg LLC	ABBOT'S PASSAGE – THE CROSSING	87128701	08/05/2016	12/04/2018	5623196
Vineburg LLC	DUE WEST	86928392	03/03/2016	04/18/2017	5187956
Vineburg LLC	POINTS UNKNOWN	86928398	03/03/2016	04/18/2017	5187957
Vineburg LLC	HUICHICA MUSIC FESTIVAL	86231056	03/25/2014	12/09/2014	4651998
Vineburg LLC	RHINEFARM VINEYARD	77853222	10/20/2009	06/22/2010	3806275
Vineburg LLC	GB	77406641	02/26/2008	11/03/2009	3706126
Vineburg LLC		77371462	01/14/2008	02/17/2009	3574951
Echo Echo, LLC	ECHO ECHO	87420263	04/21/2017	12/04/2018	5623448
Echo Echo, LLC		87848132	03/23/2018	12/18/2018	5634626

2. TRADEMARK APPLICATIONS

Grantor	Word/Mark	Application Number	Application Date	Registration Date	Registration Number
Vineburg LLC	BECOME TOGETHER	97281012	02/23/2022	–	–
Vineburg LLC	GUN BUN	97175159	12/16/2021	–	–
Vineburg LLC	SPARKLE HOUSE	90566282	03/08/2021	–	–
Vineburg LLC	VARIABLE STAR	90520273	02/09/2021	–	–
Echo Echo, LLC	VINDIE	90885607	08/16/2021	–	–