

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM804648

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| Echo Echo, LLC  |  | 04/19/2023            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Sonoma Wine 2000 Denmark, LLC          |                       |  |
| <b>Street Address:</b>  | 911 N. West St., Suite 207             |                       |  |
| <b>City:</b>  | Raleigh                                |                       |  |
| <b>State/Country:</b>   | NORTH CAROLINA                         |                       |  |
| <b>Postal Code:</b>   | 27603                                  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE    |                       |  |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5623448                                | ECHO ECHO             |  |
| <b>Registration Number:</b>   | 5634626                                |                       |  |
| <b>Serial Number:</b>   | 90885607                               | VINDIE                |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 2067577097                             |                       |  |
| <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>   | 206-757-8097                           |                       |  |
| <b>Email:</b>   | seatm@dwt.com                          |                       |  |
| <b>Correspondent Name:</b>  | Cindy L. Caditz, Davis Wright Tremaine |                       |  |
| <b>Address Line 1:</b>  | 920 Fifth Avenue, Suite 3300           |                       |  |
| <b>Address Line 4:</b>  | Seattle, WASHINGTON 98104              |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 116898-11                              |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Brenda Nixdorf                         |                       |  |
| <b>SIGNATURE:</b>   | /Brenda Nixdorf/                       |                       |  |
| <b>DATE SIGNED:</b>   | 04/20/2023                             |                       |  |
| <b>Total Attachments: 7</b>   |  |                       |  |
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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.

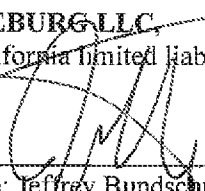
Section 6.      Applicable Law.    THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED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

[SIGNATURE PAGES FOLLOW]

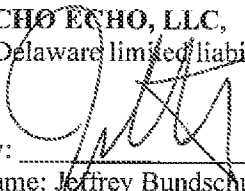
IN WITNESS WHEREOF, each Grantor caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

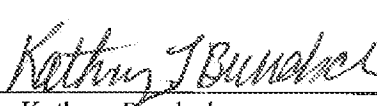
**GRANTORS:**

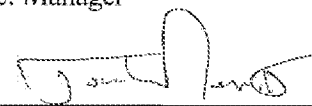
**VINEBURG LLC,**  
a California limited liability company

By:   
Name: Jeffrey Bundschu  
Title: General Manager

**ECHO ECHO, LLC,**  
a Delaware limited liability company

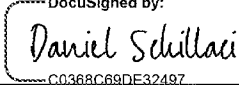
By:   
Name: Jeffrey Bundschu  
Title: Manager

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<br><br>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<br>PASSAGE – THE<br>CROSSING  | 87128701 | 08/05/2016 | 12/04/2018 | 5623196 |
| Vineburg LLC      | DUE WEST  | 86928392 | 03/03/2016 | 04/18/2017 | 5187956 |
| Vineburg LLC      | POINTS<br>UNKNOWN   | 86928398 | 03/03/2016 | 04/18/2017 | 5187957 |
| Vineburg LLC      | HUICHICA<br>MUSIC<br>FESTIVAL   | 86231056 | 03/25/2014 | 12/09/2014 | 4651998 |
| Vineburg LLC      | RHINEFARM<br>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,<br>LLC | ECHO ECHO   | 87420263 | 04/21/2017 | 12/04/2018 | 5623448 |
| Echo Echo,<br>LLC |  | 87848132 | 03/23/2018 | 12/18/2018 | 5634626 |

## 2. TRADEMARK APPLICATIONS

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