

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kuleto Villa, LLC		04/28/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	555 South Flower Street, 21st Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6536839	DANIELLI	
Registration Number:	6536842	EL COYOTE	
Registration Number:	4157419	FROG PRINCE	
Registration Number:	6528152	HOMESTEAD BLOCK	
Registration Number:	4157418	INDIA INK	
Registration Number:	3575075	KULETO ESTATE	
Registration Number:	4845536	NATIVE SON	
Registration Number:	6536841	THE POINT	
Registration Number:	6536838	VILLA VISTA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061700-0123		

OP \$240.00 6536839

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/02/2023
Total Attachments: 13 source=FFW - Trademark Security Agreement Execution Version#page1.tif source=FFW - Trademark Security Agreement Execution Version#page2.tif source=FFW - Trademark Security Agreement Execution Version#page3.tif source=FFW - Trademark Security Agreement Execution Version#page4.tif source=FFW - Trademark Security Agreement Execution Version#page5.tif source=FFW - Trademark Security Agreement Execution Version#page6.tif source=FFW - Trademark Security Agreement Execution Version#page7.tif source=FFW - Trademark Security Agreement Execution Version#page8.tif source=FFW - Trademark Security Agreement Execution Version#page9.tif source=FFW - Trademark Security Agreement Execution Version#page10.tif source=FFW - Trademark Security Agreement Execution Version#page11.tif source=FFW - Trademark Security Agreement Execution Version#page12.tif source=FFW - Trademark Security Agreement Execution Version#page13.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 28, 2023 (this “**Agreement**”), is made by FOLEY FAMILY WINES, INC., a Delaware corporation (“**Borrower**”), and KULETO VILLA, LLC, a California limited liability company (“**Kuleto**”, individually and, together with Borrower, “**Grantor**”), in favor of CITY NATIONAL BANK (“**CNB**”), for and on behalf of the Secured Parties referred to in the Guaranty and Collateral Agreement (as defined below) (in such capacity, together with its successors and assigns in such capacity, the “**Lender**”).

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and between Borrower, as borrower, and CNB, as lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), CNB has agreed to make extensions of credit to Grantor upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of CNB to make the extensions of credit to Borrower under the Credit Agreement, Grantor entered into that certain Guaranty and Collateral Agreement, dated as of the date hereof, by and among Borrower, the guarantors from time to time party thereto (including Kuleto), the Lender and the other parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), pursuant to which Grantor assigned, transferred and granted to the Lender, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, each of the Credit Agreement and the Guaranty and Collateral Agreement requires Grantor to execute this Agreement, in order to record the security interest granted to the Lender for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby pledges, assigns and transfers to the Lender for the benefit of the Secured Parties, and hereby grants to the Lender for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**” which term shall be deemed to expressly not include the Excluded Property) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Secured Obligations:

all domestic, foreign, and multinational trademarks, service marks, trade names, trade dress, trade styles, corporate and company names, business and fictitious business names, certification marks, collective marks, and other source or business identifiers, whether or not registered, and with respect to any and all of the foregoing, including without limitation, (i) all registrations and applications for the registration thereof, including the registrations and applications listed on Schedule A attached hereto; (ii) all extensions and renewals thereof; (iii) all goodwill of the

business connected with the use of and symbolized by any of the foregoing; (iv) all proceeds of the foregoing, including, without limitation, all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, dilutions or other violations thereof; (v) the right to sue for past, present, and future infringements, dilutions or other violations of any of the foregoing; and (vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use application shall constitute Trademark Collateral.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guaranty and Collateral Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

SECTION 4. Representation and Warranty.

Schedule A correctly sets forth all applied for and federally registered Trademarks owned by Grantor in its own name as of the date hereof, other than any intent-to-use Trademark applications prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with regard thereto.

SECTION 5. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE STATE OF CALIFORNIA), PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN CALIFORNIA SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

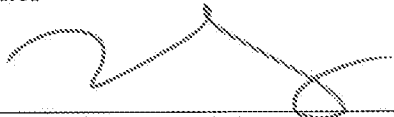
SECTION 6. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

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

FOLEY FAMILY WINES, INC.
as Grantor

By: 
JR Velazquez, Chief Financial Officer

KULETO VILLA, LLC
as Grantor

By: 
JR Velazquez, Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008057 FRAME: 0728

Accepted and Agreed:

CITY NATIONAL BANK,
as Lender

By: 
Name: Theresa Wong
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 008057 FRAME: 0729

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Foley Family Wines, Inc.	3 RIVERS WINERY		United States of America	75/773,015	2,507,775	2001-11-13
Foley Family Wines, Inc.	ACROBAT		United States of America	78/885,745	3713467	2009-11-17
Foley Family Wines, Inc.	ALTVS		United States of America	88/257,345	5820450	2019-07-30
Foley Family Wines, Inc.	ALTVS and Design		United States of America	88/257,197	5820444	2019-07-30
Foley Family Wines, Inc.	BACK FORTY		United States of America	78/609,668	3199665	2007-01-16
Foley Family Wines, Inc.	BETRAYAL		United States of America	86/717,824	5291558	2017-09-19
Foley Family Wines, Inc.	BIJOU (stylized)		United States of America	90/707,352	6,622,515	
Foley Family Wines, Inc.	BLACK KNIGHT DISTRIBUTING		United States of America	86/227,157	5340987	2017-11-21
Foley Family	BUTTERFIELD STATION		United States of America	76/548,365	2876892	2004-08-24

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Wines, Inc.						
Foley Family Wines, Inc.	CHALK HILL & Design		America	85/804,934	4541600	2014-06-03
Foley Family Wines, Inc.	CHALK HILL Design		United States of America	75/294,133	2155004	1998-05-05
Foley Family Wines, Inc.	CHALONE		United States of America	77/367,915	3472116	2008-07-22
Foley Family Wines, Inc.	Chalone Landscape Design		America	87/380,968	5306530	2017-10-10
Foley Family Wines, Inc.	CHALONE VINEYARD		United States of America	73472572	1343154	1985-06-18
Foley Family Wines, Inc.	CHATEAU ST JEAN SOIREE		United States of America	85/768,876	4,585,173	2014-08-12
Foley Family Wines, Inc.	CHATEAU ST. JEAN		United States of America	74185128	1685517	1992-05-05
Foley Family Wines, Inc.	CHATEAU ST. JEAN BIJOU		United States of America	86/100,703	4,736,090	2015-05-12
Foley Family Wines, Inc.	CHATEAU ST. JEAN LA PETITE ETOILE & Design		United States of America	75/214,314	2,136,950	1998-02-17
Foley Family Wines, Inc.	CHERRYBLOCK		United States of America	74/470,490	1859925	1994-10-25

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Foley Family Wines, Inc.	CINQ CEPAGES		United States of America	75/214,314	2,129,805	1998-01-20
Foley Family Wines, Inc.	CSJ (stylized)		United States of America	75/481,762	2,267,798	1999-08-03
Foley Family Wines, Inc.	DOE RIDGE		United States of America	78/719,724	3277428	2007-08-07
Foley Family Wines, Inc.	EL PINO		United States of America	88/159,084	5779598	2019-06-18
Foley Family Wines, Inc.	EL PINO CLUB		United States of America	88/153,943	6102829	2020-07-14
Foley Family Wines, Inc.	EOS		United States of America	75/288,344	2200574	1998-10-27
Foley Family Wines, Inc.	ESTATE OF THE ART		United States of America	86/151,390	4,822,866	2015-09-29
Foley Family Wines, Inc.	ESTATE OF THE ART		United States of America	74/260,870	1779813	1993-06-29
Foley Family Wines, Inc.	ESTATE VINEYARD SELECTION		United States of America	75/164,454	2104452	1997-10-07
Foley Family Wines, Inc.	FERRARI-CARANO		United States of America	73/832,109	1634300	1991-02-05
Foley Family	FERRARI-CARANO SIENNA		United States of America	76/243,311	2913479	2004-12-21

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Wines, Inc.						
Foley Family Wines, Inc.	FLYAWAY		United States of America	88/796,508	6262952	2021-02-02
Foley Family Wines, Inc.	FOG THEORY		United States of America	86/537,305	4,868,358	2015-12-08
Foley Family Wines, Inc.	FOUR GRACES		United States of America	78/476,357	3036865	2005-12-27
Foley Family Wines, Inc.	FOUR GRACES		United States of America	78/476,357	3036865	2005-12-27
Foley Family Wines, Inc.	FUNKY JORY		United States of America	88/352,264	6154314	2020-09-15
Foley Family Wines, Inc.	GAVILAN Word Block Letters		United States of America	78/545,813	3235858	2007-05-01
Foley Family Wines, Inc.	GRAVEL BED		United States of America	85/523,353	4485662	2014-02-18
Foley Family Wines, Inc.	GRAVEL BED RED		United States of America	85/828,466	4602255	2014-09-09
Foley Family Wines, Inc.	GUENOC		United States of America	86/347,707	4,853,692	2015-11-17
Foley Family Wines, Inc.	HEADTURNER		United States of America	88/759,415	6262906	2021-02-02

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Foley Family Wines, Inc.	HEADTURNER WINE CO.		United States of America	90589571	6622213	2022-01-18
Foley Family Wines, Inc.	HEARSAY		United States of America	85/845,650	4576743	2014-07-29
Foley Family Wines, Inc.	HIGHGROUND		United States of America	90/424,572	6944097	2023-01-03
Foley Family Wines, Inc.	IPSO FACTO		United States of America	88/819,703	6494243	2021-09-21
Foley Family Wines, Inc.	LATIMER RANCH		United States of America	88/192,747	6102922	2020-07-14
Foley Family Wines, Inc.	LAZY CREEK VINEYARDS		United States of America	77/188,308	3500733	2008-09-16
Foley Family Wines, Inc.	LOOKOUT TREE		United States of America	88/836,156	6885315	2022-10-25
Foley Family Wines, Inc.	LOST ANGEL		United States of America	77/758,502	3739463	2010-01-19
Foley Family Wines, Inc.	M and Design		United States of America	78/801,431	3180888	2006-12-05
Foley Family Wines, Inc.	MERUS		United States of America	75/566,570	2540880	2002-02-19
Foley Family	MISCELLANEOUS DESIGN (ALTVS)		United States of America	77/426,735	3562383	2009-01-13

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Wines, Inc.						
Foley Family Wines, Inc.	OAK HILL		United States of America	88/303,041	6,739,744	2022-05-24
Foley Family Wines, Inc.	Oarlock Design		United States of America	87/422,554	5306697	2017-10-10
Foley Family Wines, Inc.	ODE TO THE BEAST		United States of America	88/891,614	6950465	2023-01-10
Foley Family Wines, Inc.	PEBBLE ROW		United States of America	87/263,604	5382122	2018-01-16
Foley Family Wines, Inc.	PERAL VINEYARD		United States of America	88/191,555	6463997	2021-08-24
Foley Family Wines, Inc.	PREVAIL		United States of America	78/591,446	3197498	2007-01-09
Foley Family Wines, Inc.	SEA FLOORED		United States of America	88/352,266	6154315	2020-09-15
Foley Family Wines, Inc.	SEBASTIANI		United States of America	73164086	1111451	1979-01-16
Foley Family Wines, Inc.	SEBASTIANI and Design		United States of America	78/059,935	2601210	2002-07-30
Foley Family Wines, Inc.	SECOLO		United States of America	78/284,682	3136475	2006-08-29

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Foley Family Wines, Inc.	SKY HIGH RANCH		United States of America	88496168	6392282	2021-06-22
Foley Family Wines, Inc.	SVELTE		United States of America	77/423,635	3732086	2009-12-29
Foley Family Wines, Inc.	THE CUSP		United States of America	88/352,270	6154316	2020-09-15
Foley Family Wines, Inc.	THE NERVE		United States of America	88/796,504	6262951	2021-02-02
Foley Family Wines, Inc.	TRE TERRE		United States of America	74/368,751	1947162	1996-01-09
Foley Family Wines, Inc.	WEATHERGAGE ESTATE VINEYARD		United States of America	90/976,305	6867984	2022-10-04
Foley Family Wines, Inc.	WEST FACE		United States of America	78/719,086	3184964	2006-12-12
Foley Family Wines, Inc.	WIND & GRACE		United States of America	88/819,709	6336362	2021-04-27
Foley Family Wines, Inc.	WINDBORN		United States of America	90/424,576	6,748,215	2022-05-31
Foley Family Wines, Inc.	WINES THAT PREVAIL		United States of America	78/856,293	3327619	2007-10-20
Foley Family	WRIGHT CREEK		United States of America	86/797,792	5375772	2018-01-09

Owners	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Wines, Inc.						
Kuleto Villa, LLC	DANIELLI		United States of America	90425332	6536839	2021-10-26
Kuleto Villa, LLC	EL COYOTE		United States of America	90425360	6536842	2021-10-26
Kuleto Villa, LLC	FROG PRINCE		United States of America	85/446,424	4157419	2012-06-12
Kuleto Villa, LLC	HOMESTEAD BLOCK		United States of America	90425366	6528152	2021-10-19
Kuleto Villa, LLC	INDIA INK		United States of America	85/446,420	4157418	2012-06-12
Kuleto Villa, LLC	KULETO ESTATE		United States of America	77/398,556	3575075	2009-02-17
Kuleto Villa, LLC	NATIVE SON		United States of America	86/578,939	4845536	2015-11-03
Kuleto Villa, LLC	THE POINT		United States of America	90425351	6536841	2021-10-26
Kuleto Villa, LLC	VILLA VISTA		United States of America	90425325	6536838	2021-10-26