

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COPPER CANE LLC		06/29/2023	Limited Liability Company: CALIFORNIA
NUAGE LLC		06/29/2023	Limited Liability Company: CALIFORNIA
ISLA DE CALIFA LLC		06/29/2023	Limited Liability Company: CALIFORNIA
CARNE HUMANA LLC		06/29/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1800 Century Park East, 13th Fl.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	6848254	GLASIR HOLT	
Registration Number:	6769725	GLASIR HOLT VINEYARD	
Registration Number:	6639326	KEY TO BLDG 1	
Registration Number:	6457838	THE NIGHT BRIGADE	
Registration Number:	6472156	AU-MAR	
Registration Number:	6202301	QUILT & CO.	
Registration Number:	6154713	THE GRACE OF THE LAND	
Registration Number:	6060271	THE FABRIC OF THE LAND	
Registration Number:	5957672	GOOD LIGHT YIELDS GREAT WINE	
Registration Number:	6471265	BRAILLE	
Registration Number:	5477272	MISSOULAN WASH	
Registration Number:	5471503	KLAMATH'S KETTLE	
Registration Number:	5623369	BALADE	
Registration Number:	5950513	THREAD COUNT	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5158061	QUILT
Registration Number:	5157360	TORIAL
Registration Number:	5083582	BÖEN
Registration Number:	5041565	STEEORRA
Registration Number:	4952164	BERAN
Registration Number:	4708333	AVRAE
Registration Number:	4727411	
Registration Number:	4819766	TULI
Registration Number:	4646704	ELOUAN
Registration Number:	5101621	RYAD
Registration Number:	5459434	BOEN
Registration Number:	6197824	
Registration Number:	3414136	CLARK & TELEPHONE VINEYARD
Registration Number:	2830607	BELLE GLOS
Registration Number:	6987030	GRYPHON & GRAIN
Registration Number:	6943722	BISHOP'S EDEN
Registration Number:	4196193	CARNE HUMANA
Serial Number:	97044063	ARACIEL
Serial Number:	97044081	WESTHOFF PIONEERS
Serial Number:	90668348	THE PICK
Serial Number:	90582871	PICKING HEAD
Serial Number:	90284590	DOC PALADINI
Serial Number:	97387200	ISDC
Serial Number:	97386436	
Serial Number:	97767636	JIROU
Serial Number:	97767550	DOM SERGA
Serial Number:	90328243	AVRAE
Serial Number:	90906420	ISDC

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER: 155656-01063

NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	06/29/2023
Total Attachments: 8 source=Trademark Security Agreement (Wells-Copper Cane)#page1.tif source=Trademark Security Agreement (Wells-Copper Cane)#page2.tif source=Trademark Security Agreement (Wells-Copper Cane)#page3.tif source=Trademark Security Agreement (Wells-Copper Cane)#page4.tif source=Trademark Security Agreement (Wells-Copper Cane)#page5.tif source=Trademark Security Agreement (Wells-Copper Cane)#page6.tif source=Trademark Security Agreement (Wells-Copper Cane)#page7.tif source=Trademark Security Agreement (Wells-Copper Cane)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 29th day of June, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 29, 2023 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among by and among Copper Cane LLC, a California limited liability company (“Copper Cane”), Nuage LLC, a California limited liability company (“Nuage”), Isla de Califa LLC, a California limited liability company (“Isla de Califa”), JJW Estate LLC, a California limited liability company (“JJW Estate”), Wagner Ranch LLC, a California limited liability company (“Wagner Ranch”), The Original Thomas LLC, a California limited liability company (“Original Thomas”), Carne Humana LLC, a California limited liability company (“Carne Humana”), Belle Glos, LLC, a California limited liability company (“Belle Glos”), Quilt Wines LLC, a California limited liability company (“Quilt Wines”), and those additional entities that hereafter become parties thereto as Borrowers in accordance with the terms thereof (together with Copper Cane, Nuage, Isla de Califa, JJW Estate, Wagner Ranch, Original Thomas, Carne Humana, Belle Glos, and Quilt Wines, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the other Loan Parties thereto, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 29, 2023 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

3. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

4. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

5. all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

6. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

7. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

8. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

9. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement will be as effective as delivery of a manually executed counterpart of the Trademark Security Agreement.

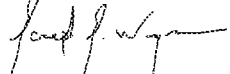
10. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

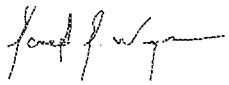
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

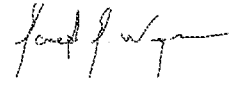
COPPER CANE LLC

By: 
Name: Joseph J. Wagner
Title: Manager

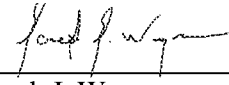
NUAGE LLC

By: 
Name: Joseph J. Wagner
Title: Manager

ISLA DE CALIFA LLC

By: 
Name: Joseph J. Wagner
Title: Manager

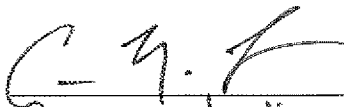
CARNE HUMANA LLC

By: 
Name: Joseph J. Wagner
Title: Manager

[Signatures Continued from Previous Page]

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION




By: 
Name: Cameron Izadi
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Copper Cane LLC	USA	ARACIEL	(97044063)	(09/24/2021)
Copper Cane LLC	USA	WESTHOFF PIONEERS	(97044081)	(09/24/2021)
Copper Cane LLC	USA	THE PICK	(90668348)	(04/23/2021)
Copper Cane LLC	USA	PICKING HEAD	(90582871)	(03/16/2021)
Copper Cane LLC	USA	DOC PALADINI	(90284590)	(10/28/2020)
Copper Cane LLC	USA	GLASIR HOLT	6848254	09/13/2022
Copper Cane LLC	USA	GLASIR HOLT VINEYARD	6769725	06/21/2022
Copper Cane LLC	USA	KEY TO BLDG 1	6639326	02/08/2022
Copper Cane LLC	USA	THE NIGHT BRIGADE	6457838	08/17/2021
Copper Cane LLC	USA	AU-MAR	6472156	08/31/2021
Copper Cane LLC	USA	QUILT & CO.	6202301	11/17/2020
Copper Cane LLC	USA	THE GRACE OF THE LAND	6154713	09/15/2020
Copper Cane LLC	USA	THE FABRIC OF THE LAND	6060271	05/29/2020
Copper Cane LLC	USA	GOOD LIGHT YIELDS GREAT WINE	5957672	01/07/2020
Copper Cane LLC	USA	BRAILLE	6471265	(01/24/2018)
Copper Cane LLC	USA	MISSOULAN WASH	5477272	(05/22/2018)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008117 FRAME: 0703

Copper Cane LLC	USA	KLAMATH'S KETTLE	5471503	05/15/2018
Copper Cane LLC	USA	BALADE	5623369	03/17/2017
Copper Cane LLC	USA	THREAD COUNT	5950513	12/31/2019
Copper Cane LLC	USA	QUILT	5158061	03/07/2017
Copper Cane LLC	USA	TORIAL	5157360	03/07/2021
Copper Cane LLC	USA	BOEN	5083582	11/15/2016
Copper Cane LLC	USA	STEORRA	5041565	09/13/2016
Copper Cane LLC	USA	BERAN	4952164	05/03/2016
Copper Cane LLC	USA	AVRAE	4708333	03/24/2015
Copper Cane LLC	USA		4727411	04/28/2015
Copper Cane LLC	USA	TULI	4819766	09/22/2015
Copper Cane LLC	USA	ELOUAN	4646704	11/25/2014
Copper Cane LLC	USA	RYAD	5101621	12/13/2016
Copper Cane LLC	USA	BOEN	5459434	05/01/2018
Nuage LLC	USA		6197824	11/17/2020
Nuage LLC	USA	CLARK & TELEPHONE VINEYARD	3414136	04/22/2007
Nuage LLC	USA	BELLE GLOS	2830607	08/19/2003)
Isla de Califa LLC	USA		(97387200)	(04/28/2022)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008117 FRAME: 0704

Isla de Califa LLC	USA		(97386436)	(04/28/2022)
Isla de Califa LLC	USA	JIROU	(97767636)	(01/25/2023)
Isla de Califa LLC	USA	DOM SERGA	(97767550)	(01/25/2023)
Isla de Califa LLC	USA	AVRAE	(90328243)	(11/18/2020)
Isla de Califa LLC	USA	GRYPHON + GRAIN	6987030	02/21/2023
Isla de Califa LLC	USA	ISDC	(90906420)	(08/27/2021)
Isla de Califa LLC	USA	BISHOP'S EDEN	6943722	01/03/2023
Carne Humana LLC	USA	CARNE HUMANA	4196193	08/21/2012

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]