

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goose Ridge, LLC		07/26/2023	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Agwest Farm Credit, PCA		
Street Address:	2001 S. Flint Rd.		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99224		
Entity Type:	Production Credit Association: UNITED STATES		
Name:	Agwest Farm Credit, FLCA		
Street Address:	P.O. Box 2515		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99220		
Entity Type:	Federal Land Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2756787	GOOSE RIDGE VINEYARDS	
Registration Number:	3234925	STONECAP	
Registration Number:	5572223	ADVENTURE IN A CAN	
Registration Number:	6853811	AMONG THE GIANTS	
Registration Number:	5704530	CASCADIAN OUTFITTERS	
Registration Number:	4577102	GOOSE MOUNTAIN	
Registration Number:	6653560	TALL SAGE	
Registration Number:	6267994	VIDO	
Registration Number:	2833116	VIREO	
Serial Number:	97822608	BENTON HILLS	
Serial Number:	90605805	ESCAPE ROOM	
Serial Number:	97307323	FEATHER AND FOLLY	
Serial Number:	97607571	MONSON RANCH DISTILLERS	

OP \$340.00 2756787

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 5093238979*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:** 509-944-4647**Email:** karig@leehayes.com**Correspondent Name:** Kari Gondry**Address Line 1:** 601 W. Riverside Ave. Suite 1400**Address Line 2:** Lee & Hayes PC**Address Line 4:** Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER:	N055-0003CP
NAME OF SUBMITTER:	Kari Gondry
SIGNATURE:	/Kari Gondry/
DATE SIGNED:	08/08/2023

Total Attachments: 6

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**AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE
OF INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED SECURITY AGREEMENT AND LICENSE OF INTELLECTUAL PROPERTY, dated as of July 24, 2023 is by and between **GOOSE RIDGE, LLC**, a Washington limited liability company, whose principal place of business is 2330 Outlook Road, Outlook, WA 98938 (hereinafter "Debtor"), and **AGWEST FARM CREDIT, PCA, successor in interest to NORTHWEST FARM CREDIT SERVICES, PCA** and **AGWEST FARM CREDIT, FLCA, successor in interest to NORTHWEST FARM CREDIT SERVICES, FLCA**, whose principal places of business are at 2001 South Flint Road, Spokane, Washington 99224-9198, P.O. Box 2515, Spokane, Washington 99220-2515 (hereinafter "Secured Party").

WHEREAS, Debtor and Secured Party entered into a Security Agreement and License of Intellectual Property dated April 25, 2008 (the "Prior IP Security Agreement"), which the parties desire to amend and restate by this Amended and Restated Security Agreement and License of Intellectual Property (hereafter, the "Restated IP Security Agreement").

WHEREAS, the Collateral described in the Prior IP Security Agreement is being amended as described herein.

Debtor and Secured Party have executed a certain Third Amended and Restated Security Agreement dated September 26, 2018 and other documents (hereinafter the "General Business Security Agreement") which grant to Secured Party a security interest in Debtor's assets, including, without limitation, any and all of its accounts, inventory, and general intangibles and intellectual property, including, but not limited to trademarks, trademark applications, trade names, service marks, logos, slogans, copyrights, all registrations pertaining to the foregoing, goodwill and licenses; and the foregoing is hereinafter collectively called the "Collateral"; and

Debtor and Secured Party wish to make specific provision in this Restated IP Security Agreement for Debtor's intangibles and intellectual property identified herein, including for the recording thereof in the appropriate offices;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

A. Incorporation of General Business Security Agreement. All of the terms and provisions of the General Business Security Agreement are incorporated herein by reference in their entirety; and the capitalized terms used herein shall have the meaning assigned to them in the General Business Security Agreement.

B. Grant of Security Interest in Intellectual and Intangible Property. Debtor hereby irrevocably grants a security interest to Secured Party all of the following collateral items now owned or hereafter acquired or arising, which shall be referred to herein as the Intellectual & Intangible Property of Debtor, to secure payment and performance of the debts, liabilities and obligations of Debtor to Secured Party:

1. All trademarks, service marks, logos, slogans, trademark and service mark registrations, trade names, service mark and trademark applications, including, without limitation, the trademarks, service marks and applications (if any) listed on Schedule A attached hereto (hereinafter the "Trademarks"); and

(a) All renewals of any of the foregoing;

(b) All income, royalties, damages and payments now or hereafter due and or payable with respect to the trademarks, including, without limitation, all damages and payments for past or future infringements of the Trademarks;

Amended and Restated Security Agreement and License of Intellectual Property
(Monson Ranches/Note Nos. 6043752, 6043753, 6045461, 6347878, 6245989, 6347703 & 6367950)

(e) All rights to sue for the past, present and future infringements of the Trademarks; and
(d) All rights corresponding to the Trademarks throughout the world to the extent available to Debtor.

2. All copyrights, including, without limitation, all unregistered or common law copyrights.

3. All licensing, distribution, publishing and exclusive dealing agreements with any other person or entity (hereinafter the "Licenses"), and the right to prepare for sale, sell and advertise for sale, all goods (as defined in the Uniform Commercial Code), wherever located, now or hereafter owned by Debtor and which is covered by such Licenses to the extent, and only to the extent, Debtor is permitted to collaterally pledge the Licenses pursuant to the underlying agreements relating thereto.

4. The goodwill of each of Debtor's businesses connected with and or symbolized by the business, the Trademarks (hereinafter "Goodwill").

5. The trade secrets, recipes, formulas and Confidential Information of Debtor's business. For the purposes of this Restated IP Security Agreement, Confidential Information includes, without limitation, any proprietary aspect of the operation of Debtor, including without limitation: all recipes and their related measurements; all processes, techniques, skills, temperatures, and timing; all formulas and winemaking techniques and processes; and ingredient standards, ingredient supplier and customer lists, equipment standards, special uses of equipment not commonly known outside Debtor, and equipment supplier lists.

6. Similar or After-Acquired Property: All property (tangible or intangible), property interests, rights, choses in action and goods similar to those described above, which at any time hereafter may be acquired by Debtor; also all additions thereto and all proceeds thereof.

Debtor hereby agrees that Secured Party's rights in and to the Intellectual and Intangible Property now or hereafter received by Debtor, shall be worldwide to the extent of Debtor's rights with respect thereto.

C. Disposition of Intellectual Property. After the occurrence of an Event or Default (as defined in the General Business Security Agreement), Secured Party may sell, assign, license or convey any or all of the Intellectual and Intangible Property, to any purchaser(s) who would require some or all of such intellectual property as a condition to purchasing Debtor's business or any of the inventory, equipment and or product lines of Debtor. Secured Party shall have no right to sell, assign or convey any or all of the Intellectual and Intangible Property, on any basis independent or apart from a sale of the inventory, equipment and or product lines of Debtor (or a part thereof).

D. License to Use Intellectual and Intangible Property. In addition to Secured Party's other rights and interests herein, Debtor grants to Secured Party an exclusive royalty-free transferable license and right to use the Intellectual and Intangible Property, for the purpose of permitting Secured Party to manufacture, use, sub-license and or dispose of the Collateral commencing on the date of an Event of Default, and physical possession thereof as provided in Paragraph C above.

E. Waiver of Payments by Secured Party. Secured Party shall have no liability to Borrower, Debtor or any other party for any royalties or other charges arising from Secured Party's use or disposition of the Intellectual and Intangible Property (including from any use pursuant to the license granted in Section D above), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition. Debtor hereby indemnifies Secured Party from any royalties, expenses, charges, and or liabilities incurred by Secured Party under this Restated IP Security Agreement (or otherwise) and from any litigation, claims, actions and or proceedings against Secured Party regarding the use and or disposition of the

Intellectual and Intangible Property, (including, but not limited to, reasonable attorneys' fees), except for any such liability arising from the gross negligence or willful misconduct of Secured Party or its agents, and except for any such liability resulting from the knowing violation by Secured Party or its agents of the rights of others arising from such use or disposition.

F. Termination of this Restated IP Security Agreement. The term of the security agreement and license granted to Secured Party herein shall expire upon the earlier of:

1. The expiration of each of the respective Intellectual and Intangible Property for which a security interest is granted herein (including any renewals thereof); or

2. Full satisfaction of all of Borrower's obligations to Secured Party, as set forth in the General Business Security Agreement.

Upon payment in full of the obligations, Secured Party shall execute and deliver to Debtor all satisfactions and other instruments as may be necessary or proper to release Secured Party's interest in and to the Intellectual and Intangible Property (subject to any disposition thereof which may have been made by Secured Party during the term of this Restated IP Security Agreement in accordance with the terms hereof), according to the General Business Security Agreement.

G. Duties of Debtor. Until the Intellectual and Intangible Property are disposed of as contemplated in Paragraph C above, Debtor shall have the unconditional duty to, subject to Debtor's good faith business judgment:

1. Pay all taxes, fees and other amounts necessary to maintain in full force and effect all of the Intellectual and Intangible Property;

2. Prosecute diligently any Trademark rights and or application acquired by Debtor now or hereafter until the Obligations shall have been paid in full;

3. Preserve and maintain all of Secured Party's rights in and to the Trademark(s), Copyright(s) and License(s), including without limitation, filing all necessary declarations, renewals and government fees in connection therewith; and

4. Promptly notify Secured Party in writing of any new Patent, Trademark, Copyright or License, or any material change in the status of Debtor's interests in any Patent, Trademark, Copyright or License.

All expenses incurred in fulfilling Debtor's duties hereunder shall be borne solely and exclusively by Debtor. Secured Party shall have no obligation or liability to pay any taxes or fees regarding the Intellectual and Intangible Property, or Secured Party's use thereof, nor shall Secured Party have any duties in connection with the application for, protection and or maintenance of the Intellectual and Intangible Property. Debtor shall not abandon any rights in and to any patentable invention or in any Trademark or Copyright without the prior written consent of Secured Party.

H. Secured Party's Rights to Protect Intellectual and Intangible Property. After the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name or otherwise to enforce its rights (or those of Debtor) in the Intellectual and Intangible Property. If Secured Party shall commence any such permitted suit, Debtor shall, at the request of Secured Party, do all lawful acts and execute all proper documents required by Secured Party in aid of such enforcement. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in exercise of its rights under this Restated IP Security Agreement. In the event Secured Party incurs any expense or cost in protecting and or enforcing its rights under this Restated IP Security Agreement (or its rights and interests in and to the Intellectual and Intangible Property), such expense and cost shall be deemed an "Obligation" under the General

Business Security Agreement and subject to all the provisions thereof. Upon the request of Secured Party, Debtor shall promptly provide such other documents, certificates or information as may be necessary for Secured Party to properly record or evidence this pledge and mortgage with the appropriate domestic and or foreign governmental authorities.

I. Waivers. No course of dealing between Debtor and Secured Party, nor any failure to exercise, or any delay in exercising, on the part of Secured Party, any right or privilege hereunder shall operate as a waiver of such right or privilege, or preclude Secured Party from any other or further exercise of any right or privilege, pursuant to the General Business Security Agreement.

J. Severability. The provisions of this Restated IP Security Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Restated IP Security Agreement in any jurisdiction.

K. Entire Agreement. This Restated IP Security Agreement constitutes the entire agreement of the parties as to the subject matter hereto. No provision of this Restated IP Security Agreement may be waived or modified in any manner (including this paragraph) without the prior written consent of Debtor and Secured Party.

L. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Intellectual and Intangible, whether established hereunder or by the General Business Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

M. Beneficiaries. This Restated IP Security Agreement shall be binding upon Debtor and its successors and assigns and shall inure to the benefit of Secured Party and its respective successors and assigns.

N. Default Limited. Wherever this Restated IP Security Agreement provides that Secured Party shall have rights and remedies after the occurrence of an Event of Default, it is understood and agreed that any waiver of an Event of Default executed and delivered by Secured Party in writing shall cause the particular Event of Default which is waived to be deemed not to have existed for the purpose of determining whether Secured Party may exercise rights and remedies after, or whether certain changes in the terms of this Restated IP Security Agreement occur as a result of, the occurrence of an Event of Default.

O. WAIVER OF JURY TRIAL. DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS RESTATED IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS RESTATED IP SECURITY AGREEMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Dated as of the day and year first above written.

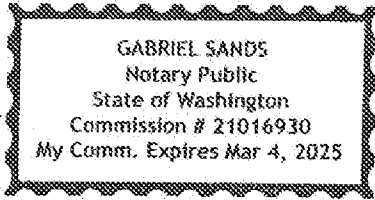
GOOSE RIDGE, LLC

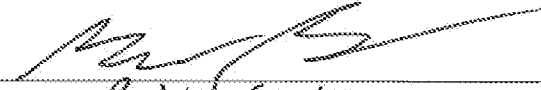
By: 
William A. Monson, Manager

Amended and Restated Security Agreement and License of Intellectual Property
(Monson Ranches/Note Nos. 6043752, 6043753, 6045461, 6347878, 6245989, 6347703 & 6367950)

STATE OF Washington)
)ss.
County of Benton)

On this 26 day of July, _____, before me personally appeared William A. Monson, known to me to be a Manager in Goose Ridge, LLC, the limited liability company which executed the within instrument, and acknowledged that he executed the same as such Manager and in the limited liability company's name freely and voluntarily.




Printed name Gabriel Sands
Notary Public for the State of Washington
Residing at Richland, WA
My commission expires Mar, 4, 2025

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SCHEDULE A

to

Amended and Restated Security Agreement and License of Intellectual Property

TRADEMARK	U.S. TRADEMARK REGISTRATION NUMBER
GOOSE RIDGE VINEYARDS	2756787
STONECAP	3234925
ADVENTURE IN A CAN	5572223
AMONG THE GIANTS	6853811
CASCADIAN OUTFITTERS	5704530
GOOSE MOUNTAIN	4577102
TALL SAGE	6653560
VIDO	6267994
VIREO	2833116

TRADEMARK	U.S. TRADEMARK APPLICATION SERIAL NUMBER
BENTON HILLS	97/822,608
ESCAPE ROOM	90/605,805
FEATHER AND FOLLY	97/307,323
MONSON RANCH DISTILLERS	97/607,571

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