

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM151641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALLODINE COMMERCIAL FINANCE, LLC		02/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	STE. MICHELLE WINE ESTATES LLC		
Street Address:	14111 NE 145th Street		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1949609	ANTHOLOGY	
Registration Number:	4631093	BARREL BLENDING EXPERIENCE	
Registration Number:	1474418	CONN CREEK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2129093078		
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	51822-5		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	Susan Zablocki		
DATE SIGNED:	02/26/2024		
Total Attachments: 5			

CH \$90.00.00 74517896

source=SMWE (Washington) - Partial TM Release (Callodine) (Executed)_(105421160_1)#page1.tif
source=SMWE (Washington) - Partial TM Release (Callodine) (Executed)_(105421160_1)#page2.tif
source=SMWE (Washington) - Partial TM Release (Callodine) (Executed)_(105421160_1)#page3.tif
source=SMWE (Washington) - Partial TM Release (Callodine) (Executed)_(105421160_1)#page4.tif
source=SMWE (Washington) - Partial TM Release (Callodine) (Executed)_(105421160_1)#page5.tif

PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “**Release**”) is made as of February 23, 2024, by and among, STE. MICHELLE WINE ESTATES LLC, a Washington limited liability company, (the “**Debtor**”) and CALLODINE COMMERCIAL FINANCE, LLC, as agent for the Lenders (the “**Secured Party**”).

WHEREAS, reference is made to (i) that certain Loan and Security Agreement, dated as of March 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Loan Agreement**”), by and among, *inter alios*, the Debtor and the Secured Party and the Lenders party thereto, and (ii) that certain Memorandum and Notice of Security Interest in Intellectual Property, dated as of March 15, 2022 and recorded with the United States Patent and Trademark Office (the “**USPTO**”) on March 17, 2022 at Reel/Frame 7661/0990 by and among the Debtor and the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**IP Security Agreement**”; and together with the Loan Agreement, the “**Agreements**”);

WHEREAS, pursuant to the Loan Agreement, the Debtor executed the IP Security Agreement and granted to the Secured Party, for the benefit of itself and the Lenders, a security interest in all of its right, title and interest in, to and under its registered Trademarks and Trademark applications listed on Exhibit A hereto (collectively hereinafter referred to as the “**Released Intellectual Property**”); and

WHEREAS, the Debtor has requested that the Secured Party release all right, title and interest in and to the Released Intellectual Property under the IP Security Agreement and the Secured Party has agreed to provide such release.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

1. **Definitions.** All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agreements, as applicable.
2. **Release.** The Secured Party, without representation, warranty or recourse of any kind express or otherwise, at the sole cost and expense of the Debtor, hereby releases, discharges, terminates, relinquishes and cancels any and all liens and security interest it has in, to and under the Released Intellectual Property under the IP Security Agreement, and the Secured Party hereby assigns, conveys and transfers to the Debtor, without any representation, warranty, or recourse whatsoever, the Secured Party’s entire right, title, and interest it has in, to and under the Released Intellectual Property, effective as of the date set forth above.
3. **Further Assurances.** The Secured Party agrees to take all further actions and authorizes the Debtor and its successors, assigns or other legal representatives to make filings with the USPTO and other necessary filings and hereby agrees to take any other such further actions including, without limitation, the execution and delivery of all documents or other instruments reasonably requested by the Debtor, in each case at the Debtor’s sole cost and expense, necessary to more fully and effectively effectuate the purposes of this Release.
4. **Reaffirmation.** Except as specifically noted herein, the terms and provisions of the Agreements are, in all other respects, ratified and confirmed and remain in full force and effect. All references to the Loan Agreement and the other Loan Documents in any document, instrument, or agreement

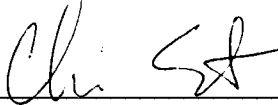
executed in connection with Loan Agreement and the other Loan Documents will be deemed to refer to the Loan Agreement and the other Loan Documents as respectively amended hereby.

5. Limited Release. The release set forth herein is limited solely to the Released Intellectual Property and shall not be deemed to be a release or waiver of any Default or Event of Default or an amendment of any provision of the Agreements.
6. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.
7. Counterparts. This Release may be executed in counterparts (and by different parties hereto on different counterparts, each of which shall constitute an original, but all of which when taken together, shall constitute a single contract. Any signature to this Release may be delivered by facsimile, email (including “.pdf” or “.tiff”) or any electronic signature complying with the US Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Requirements of Law, to the extent and as provided for in any applicable law, including the US Federal ESIGN Act of 2000, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized representative as of the date first written above:

CALLODINE COMMERCIAL FINANCE,
LLC, as Secured Party

By:  _____

Name: Christopher Santos

Title: Principal

ACKNOWLEDGED AND AGREED:

STE. MICHELLE WINE ESTATES LLC

By: Michael X. Lee
Name: Michael Lee
Title: Chief Financial Officer

EXHIBIT A

Released Intellectual Property

UNITED STATES – TRADEMARK REGISTRATIONS AND APPLICATIONS

Debtor	Country	Trademark	Application No.	Registration No.	Filing Date	Registration Date
STE. MICHELLE WINE ESTATES LLC	USA	ANTHOLOGY	74517896	1949609	4/28/1994	1/16/1996
STE. MICHELLE WINE ESTATES LLC	USA	BARREL BLENDING EXPERIENCE	86090800	4631093	10/14/2013	11/4/2014
STE. MICHELLE WINE ESTATES LLC	USA	CONN CREEK	73615571	1474418	8/19/1986	1/26/1988