

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM151303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foley Family Wines, Inc.		10/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	City National Bank		
Street Address:	555 S. Flower St.		
Internal Address:	Legal Department, 18th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4157419	FROG PRINCE	
Registration Number:	4157418	INDIA INK	
Registration Number:	4845536	NATIVE SON	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	8037992000		
Email:	ipdocket@nelsonmullins.com,craig.killen@nelsonmullins.com		
Correspondent Name:	Craig N. Killen		
Address Line 1:	301 S. College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	074680-09000		
NAME OF SUBMITTER:	Edwin Mathis		
SIGNATURE:	Edwin Mathis		
DATE SIGNED:	02/27/2024		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2023 (this “Agreement”), is made by FOLEY FAMILY WINES, INC., a Delaware corporation (“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 April 28, 2023, by and between Grantor, as borrower (in such capacity, “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 April 28, 2023, by and among Borrower, the guarantors from time to time party thereto, 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. Intentionally Omitted.

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]

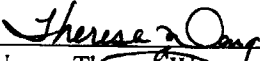
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FOLEY FAMILY WINES, INC.,
as Grantor

By: 
JR Velazquez, Chief Financial Officer

Accepted and Agreed:

CITY NATIONAL BANK,
as Lender



By: 
Name: Theresa Wong
Title: Senior Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008355 FRAME: 0018

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Foley Family Wines, Inc.	FROG PRINCE		United States of America	85/446,424	4,157,419	2012-06-12
Foley Family Wines, Inc.	Design of Frog Prince wine label		United States of America	N/A	N/A	N/A
Foley Family Wines, Inc.	INDIA INK		United States of America	85/446,420	4,157,418	2012-06-12
Foley Family Wines, Inc.	Design of India Ink wine label		United States of America	N/A	N/A	N/A

Owner	Mark Name	Mark Image	Country	Application Number	Registration Number	Registration Date
Foley Family Wines, Inc.	NATIVE SON		United States of America	86/578,939	4,845,536	2015-11-03
Foley Family Wines, Inc.	Design of Native Son wine label		United States of America	N/A	N/A	N/A