

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRATON SPIRITS COMPANY LLC		07/20/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 SIX MILE ROAD, MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87426993	REDWOOD EMPIRE	
Serial Number:	87399677	DR. ZHING'S	
Serial Number:	87379982	DR. ZHENG'S	
Serial Number:	87379902	PAPA DINAPOLI	
Serial Number:	87379937	PIZZATINI	
Serial Number:	87221624	D. GEORGE BENHAM	
Serial Number:	86635181	TRIPLE R	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	HELEN PANNECK		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	C5765-0013		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		

CH \$190.00 87426993

DATE SIGNED:	07/28/2017
---------------------	------------

Total Attachments: 3

source=Grant of Security Interest in Trademarks (GratonSpirits) 7-20-17 (exe)#page1.tif

source=Grant of Security Interest in Trademarks (GratonSpirits) 7-20-17 (exe)#page2.tif

source=Grant of Security Interest in Trademarks (GratonSpirits) 7-20-17 (exe)#page3.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, the undersigned ("Grantor"), grants to **COMERICA BANK**, as the Agent for the benefit of the Lenders party to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 20, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement") among Grantor, Agent and the Lenders, a security interest and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit "A".
2. All Proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

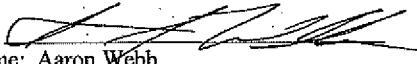
Grantor has granted the security interest under this instrument pursuant to the terms of that certain Amended and Restated Security Agreement dated as of July 20, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement") made by Grantor to Agent for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[Signature Page Follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of July 20, 2017.

GRANTOR:

GRATON SPIRITS COMPANY LLC

By: 
Name: Aaron Webb
Title: President

Address for Notices:

9119 Graton Road
Graton, CA 95444
Telephone No.: (707) 824-5371
Attention: Michael Braga

S-1
Grant of Security Interest in Trademarks

TRADEMARK
REEL: 006117 FRAME: 0316

EXHIBIT A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

	Grantor	Mark	Application/ Registration No.	Application/ Registration Date
1.	Graton Spirits Company LLC	Redwood Empire	87426993	04/26/2017
2.	Graton Spirits Company LLC	Dr. Zhing's	87399677	04/05/2017
3.	Graton Spirits Company LLC	Dr. Zheng's	87379982	03/21/2017
4.	Graton Spirits Company LLC	Papa DiNapoli	87379902	03/21/2017
5.	Graton Spirits Company LLC	Pizzatini	87379937	03/21/2017
6.	Graton Spirits Company LLC	D. George Benham	87221624	10/31/2016
7.	Graton Spirits Company LLC	Triple R	86635181	5/19/2015