

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joel Gott Wines, LLC		12/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sutter Home Winery, Inc.		
Street Address:	100 St. Helena Highway South		
City:	St. Helena		
State/Country:	CALIFORNIA		
Postal Code:	94574		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2780094	EDGE HILL	
Registration Number:	4560353	MIXED BLACKS	
Registration Number:	4262713	MIXED WHITES	
CORRESPONDENCE DATA			
Fax Number:	7072556876		
<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:	707-252-7122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1500 First Street, Ste 200		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	SUTT01-092		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	01/26/2022		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

Dated as of December 30, 2021

WHEREAS, Joel Gott Wines, LLC, a California limited liability company ("Borrower"), in connection with its acquisition of the real property identified in the Deed of Trust and commonly known as the "Edge Hill" winery may hereafter adopt, acquire or hold, certain Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the following Trademarks: Edge Hill, Registration No. 2780094, Serial No. 76240946, Mixed Blacks, Registration No. 4560353, Serial No. 86126923, and Mixed Whites, Registration No. 4262713, Serial No. 85321385; and

WHEREAS, Sutter Home Winery, Inc., a California corporation ("Lender"), has made a loan to Borrower as evidenced by that certain Secured Promissory Note dated as of even date herewith (the "Note") secured by that certain DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING dated as of even date herewith executed by Borrower in favor of a trustee for the benefit of Lender (the "Deed of Trust"), which will be recorded in the Official Records of Napa County, California;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees in favor of Lender as follows:

1) Borrower does hereby grant to Lender, as security for the indebtedness evidenced by the Note and the Secured Obligations (as defined in the Deed of Trust), a continuing security interest in and to all of Borrower's right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Edge Hill Trademark Collateral"), whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of Borrower:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, the following Trademarks: Edge Hill, Registration No. 2780094, Serial No. 76240946, Mixed Blacks, Registration No. 4560353, Serial No. 86126923, and Mixed Whites, Registration No. 4262713, Serial No. 85321385;

(ii) each Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Borrower against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

2) Borrower agrees that if any person shall do or perform any act which the Lender believes constitutes an infringement of any Trademark, or violates or infringes any right therein of Borrower, Lender, or if any Person shall do or perform any act which the Lender reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days'

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prior written notice to Borrower (or if an Event of Default (as defined in the Deed of Trust) is at the time continuing, then without notice), Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of Borrower or in the names of the parties jointly.

3) This security interest is granted in conjunction with the security interests granted to Lender in the Deed of trust. This Trademark Security Agreement is made for collateral purposes only. Any default under the Note and/or any Event of Default under the Deed of Trust shall constitute a default and an Event of Default under this Trademark Security Agreement allowing Lender to exercise any and all rights and remedies hereunder, under Division 9 of the California Commercial Code, at law and/or in equity. Borrower authorizes Lender to file, and Borrower agrees to execute on Lender's request, (i) any UCC financing statement (or amendments or continuations thereof) and (ii) any filings (or amendments or continuations thereof) with the United States Patent and Trademark Office, to perfect or otherwise relating to the security interests described in this Trademark Security Agreement.

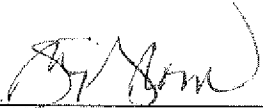
4) So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Deed of Trust, Borrower may use, license and exploit the Edge Hill Trademark Collateral in any lawful manner permitted under the Deed of Trust or hereunder.

5) This Trademark Security Agreement shall be governed by the law of the State of California. This Trademark Security Agreement and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in the Deed of Trust. Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by Lender and the Borrower. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Deed of Trust).

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

BORROWER:

Joel Gott Wines, LLC, a California limited liability company

By: 
Name: Shawn Blom
Title: Authorized Signatory

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