

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747046

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Farmers & Merchants Bank of Central California		08/08/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Klinker Brick Winery, Inc.		
<b>Street Address:</b>	15887 North Alpine Road		
<b>City:</b>	Lodi		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95240		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5771559	BRICKMASON	
<b>Registration Number:</b>	3091609	OLD GHOST	
<b>Registration Number:</b>	5013296	BRICKS & ROSES	
<b>Registration Number:</b>	4594249	TRANZIND	
<b>Registration Number:</b>	3057777	KLINKER BRICK	
<b>Registration Number:</b>	4465461	MARISA VINEYARD	
<b>Registration Number:</b>	4180558	GOLD BRICK	
<b>Registration Number:</b>	4660971	1850°	
<b>Registration Number:</b>	3414344	FARRAH	
<b>Registration Number:</b>	5782088	THE BRICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9162447007		
<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>			
<b>Phone:</b>	(916) 569-8131		
<b>Email:</b>	gjosephson@swjllp.com		
<b>Correspondent Name:</b>	Gregg Josephson		
<b>Address Line 1:</b>	1601 Response Road, Suite 360		
<b>Address Line 4:</b>	Sacramento, CALIFORNIA 95815		

OP \$265.00 5771559

<b>NAME OF SUBMITTER:</b>	Gregg Josephson
<b>SIGNATURE:</b>	/Gregg Josephson/
<b>DATE SIGNED:</b>	08/09/2022
<b>Total Attachments: 5</b> source=RELEASE OF TRADEMARK SECURITY AGREEMENT - executed andnotarized#page1.tif source=RELEASE OF TRADEMARK SECURITY AGREEMENT - executed andnotarized#page2.tif source=RELEASE OF TRADEMARK SECURITY AGREEMENT - executed andnotarized#page3.tif source=RELEASE OF TRADEMARK SECURITY AGREEMENT - executed andnotarized#page4.tif source=RELEASE OF TRADEMARK SECURITY AGREEMENT - executed andnotarized#page5.tif	

## RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of August 8, 2022, is made by FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA, a California banking corporation (the "Lender") in favor of KLINKER BRICK WINERY, INC., a California corporation (the "Grantor").

WHEREAS, Grantor has entered into a Business Loan Agreement (the "Loan Agreement"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantor had granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor including a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, Grantor executed and delivered that certain Trademark Security Agreement dated June 28, 2019 ("Trademark Security Agreement") for recording with the United States Patent and Trademark Office to evidence the security interest in the Trademark Collateral, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office at REEL: 6714, FRAME: 0744 on August 7, 2019; and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release of Security Interest. Lender hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Release upon request by the Lender.

3. Further Assurances. Collateral Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Successors and Assigns. This Release will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this Release of Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**LENDER:**

**FARMERS & MERCHANTS BANK  
OF CENTRAL CALIFORNIA,  
a California banking corporation**

By:   
Name: Susan Barsetti  
Title: FVP/Credit Administration

Address for Notices: 121 West Pine Street, Lodi, CA 95240

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of San Joaquin

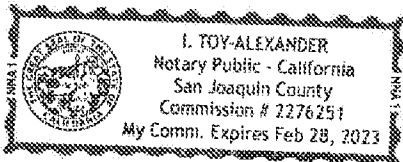
On August 8, 2022 before me, I. Toy-Alexander, notary public

personally appeared Susan Bursell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature I. Toy-Alexander



SCHEDULE I  
TRADEMARKS

Trademark Registrations

Mark	Serial Number	Registration Number	Registration Date	Record Owner
BRICKMASON	88124214	5771559	June 4, 2019	Klinker Brick Winery, Inc.
OLD GHOST	78563690	3091609	May 9, 2006	Klinker Brick Winery, Inc.
BRICKS & ROSES	86130056	5013296	August 2, 2016	Klinker Brick Winery, Inc.
TRANZIND	86016706	4594249	October 15, 2013	Klinker Brick Winery, Inc.
KLINKER BRICK	78573647	3057777	February 7, 2006	Klinker Brick Winery, Inc.
MARISA VINEYARD	85937458	4465461	January 14, 2014	Klinker Brick Winery, Inc.
GOLD BRICK	85314395	4180558	July 24, 2012	Klinker Brick Winery, Inc.
1850°	86171742	4660971	December 23, 2014	Klinker Brick Winery, Inc.
FARRAH	77246861	3414344	April 22, 2008	Klinker Brick Winery, Inc.
THE BRICK	87202089	5782088	June 18, 2019	Klinker Brick Winery, Inc.