

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rb Wine Associates, LLC		07/27/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as agent		
<b>Street Address:</b>	320 South Canal Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97925532	BON LUXUEUX	
<b>Serial Number:</b>	97864092	RACK & RIDDLE	
<b>Serial Number:</b>	97860515	CRAFTED IN THE ITALIAN STYLE	
<b>Serial Number:</b>	97860680	METODO D'ITALIA	
<b>Serial Number:</b>	97860661	VINIFICATO ALLA MANIERA ITALIANA	
<b>Serial Number:</b>	97860607	MADE IN THE VENETIAN TRADITION	
<b>Serial Number:</b>	97860591	MADE IN THE ITALIAN TRADITION	
<b>Serial Number:</b>	90793071	DISTURBED VINE	
<b>Serial Number:</b>	76294501	A WEDDING CELEBRATION	
<b>Serial Number:</b>	75281757	W	
<b>Serial Number:</b>	73818208	CHATEAU ELYSEES	
<b>Serial Number:</b>	73818207	JACQUES REYNARD	
<b>Serial Number:</b>	73618414	STANFORD	
<b>Serial Number:</b>	73610565	WEIBEL W WINERY ESTABLISHED 1869	
<b>Serial Number:</b>	73552920	TRUST YOUR TASTE	
<b>Serial Number:</b>	72206670	WEIBEL	
<b>Serial Number:</b>	72196828	CHATEAU NAPOLEON	
<b>Serial Number:</b>	97860489	THE BEST OF ALL THINGS SPARKLING	
<b>Serial Number:</b>	97858776	SONSECCO	

CH \$615.00 97925532

Property Type	Number	Word Mark
Serial Number:	97858756	NAPSECCO
Serial Number:	97858741	CALISECCO
Serial Number:	97858719	CALSECCO
Serial Number:	97111272	ROMÈL
Serial Number:	78827639	TRUSCOTT

**CORRESPONDENCE DATA**

Fax Number: 2024083141

*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.*

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/01/2023

**Total Attachments: 10**

- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page1.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page2.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page3.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page4.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page5.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page6.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page7.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page8.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page9.tif
- source=8-1-2023 RB\_WINE\_ASSOCIATES\_LLC\_\_TM#page10.tif

**TRADEMARK COLLATERAL AGREEMENT**

This Trademark Collateral Agreement (this “*Trademark Collateral Agreement*”) is made as of July 27, 2023, by Rb Wine Associates, LLC, a California limited liability company (“*Grantor*”), in favor of BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Lenders (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of August 31, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lenders (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks set forth on Schedule A, together with, among other things, the goodwill of the business symbolized by the trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**RB Wine Associates, LLC**  
a California limited liability company

DocuSigned by:  
*Bruce Lundquist*  
By \_\_\_\_\_  
Name: Bruce Lundquist  
Title: Co-Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

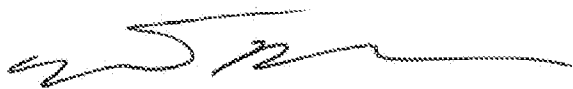
IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**RB Wine Associates, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By  \_\_\_\_\_  
Name: Matthew W. Miller  
Title: Director

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

1. The words “BON LUXUEUX”  
Serial Number: 97925532  
Filing Date: 05/08/2023
2. The words “RACK & RIDDLE”  
Serial Number: 97864092  
Filing Date: 03/30/2023
3. The words “CRAFTED IN THE ITALIAN STYLE”  
Serial Number: 97860515  
Filing Date: 03/28/2023
4. The words “METODO D'ITALIA”  
Serial Number: 97860680  
Filing Date: 03/28/2023
5. The words “VINIFICATO ALLA MANIERA ITALIANA”  
Serial Number: 97860661  
Filing Date: 03/28/2023
6. The words “MADE IN THE VENETIAN TRADITION”  
Serial Number: 97860607  
Filing Date: 03/28/2023
7. The words “MADE IN THE ITALIAN TRADITION”  
Serial Number: 97860591  
Filing Date: 03/28/2023
8. The words “DISTURBED VINE”  
Serial Number: 90793071  
Registration Date: 07/05/2022
9. The word “TRUSCOTT”  
Serial Number: 78827639  
Registration Date: 05/29/2007
10. The words “A WEDDING CELEBRATION”  
Serial Number: 76294501  
Registration Date: 07/09/2002
11. The word “W”

Serial Number: 75281757  
Registration Date: 05/11/1999

12. The words "CHATEAU ELYSEES"  
Serial Number: 73818208  
Registration Date: 11/20/1990
13. The words "JACQUES REYNARD"  
Serial Number: 73818207  
Registration Date: 05/01/1990
14. The word "STANFORD"  
Serial Number: 73618414  
Registration Date: 05/12/1987
15. The words "WEIBEL W WINERY ESTABLISHED 1869"  
Serial Number: 73610565  
Registration Date: 05/19/1987
16. The words "TRUST YOUR TASTE"  
Serial Number: 73552920  
Registration Date: 04/08/1986
17. The word "WEIBEL"  
Serial Number: 72206670  
Registration Date: 09/14/1965
18. The words "CHATEAU NAPOLEON"  
Serial Number: 72196828  
Registration Date: 04/27/1965
19. The words "THE BEST OF ALL THINGS SPARKLING"  
Serial Number: 97860489  
Filing Date: 03/28/2023
20. The word "SONSECCO"  
Serial Number: 97858776  
Filing Date: 03/27/2023
21. The word "NAPSECCO"  
Serial Number: 97858756  
Filing Date: 03/27/2023
22. The word "CALISECCO"  
Serial Number: 97858741  
Filing Date: 03/27/2023

23. The word "CALSECCO"  
Serial Number: 97858719  
Filing Date: 03/27/2023
  
24. The word "ROMEL"  
Serial Number: 97111272  
Filing Date: 11/05/2021



**Certificate Of Completion**

Envelope Id: 68C05590D54E41F5AE8F39D997BB205C	Status: Completed
Subject: Complete with DocuSign: B. Lundquist Signature Packet.pdf	
Source Envelope:	
Document Pages: 23	Signatures: 23
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brent Rubin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Hope St
	Los Angeles, CA 90071
	brubin@omm.com
	IP Address: 151.194.65.32

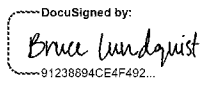
**Record Tracking**

Status: Original	Holder: Brent Rubin	Location: DocuSign
7/21/2023 4:00:22 PM	brubin@omm.com	

**Signer Events**

Bruce Lundquist  
 bruce@rbwine.com  
 Owner & Managing Member  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 91238694CE4F492...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 184.61.228.242

**Timestamp**

Sent: 7/21/2023 4:13:11 PM  
 Viewed: 7/21/2023 4:47:06 PM  
 Signed: 7/21/2023 4:48:56 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/21/2023 4:47:06 PM  
 ID: 41006d64-3444-4afa-8de0-3e26db770a7c

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	7/21/2023 4:13:11 PM
Certified Delivered	Security Checked	7/21/2023 4:47:06 PM
Signing Complete	Security Checked	7/21/2023 4:48:56 PM
Completed	Security Checked	7/21/2023 4:48:56 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, O'Melveny & Myers LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact O'Melveny & Myers LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sdevine@omm.com

**To advise O'Melveny & Myers LLP of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at sdevine@omm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from O'Melveny & Myers LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to sdevine@omm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with O'Melveny & Myers LLP**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to sdevine@omm.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify O'Melveny & Myers LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by O'Melveny & Myers LLP during the course of my relationship with you.