

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in Licenses		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foley Family Wines, Inc.		08/18/2020	Corporation: DELAWARE
Kuleto Villa, LLC		08/18/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	555 South Flower Street		
Internal Address:	21st Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4257603	BANSHEE	
Registration Number:	4356541	BANSHEE	
Registration Number:	4257601	RICKSHAW	
Registration Number:	5943814	MORDECAI	
Registration Number:	4228181	MORDECAI	
Registration Number:	6032754	T ANCHOR RANCH	
Registration Number:	3827965	BAR LAZY S RANCH	
Registration Number:	3827968	JA RANCH	
Registration Number:	3680510	T ANCHOR	
Registration Number:	3686417	TWO SISTERS	
Registration Number:	3460046	LINCOURT	
Registration Number:	3131793	LANCASTER ESTATE	
Serial Number:	90121706	LANCASTER ESTATE	
Registration Number:	5329662	R E	
Registration Number:	5073646	ROCKY ROOTS	
Registration Number:	5516696	ROTH	

OP \$415.00 4257603

CORRESPONDENCE DATA**Fax Number:**

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: 4023466000
Email: trademarks.stephenson@kutakrock.com
Correspondent Name: Patrick C Stephenson
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
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SIGNATURE:	/Patrick C. Stephenson/
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DATE SIGNED:	10/05/2020
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of City National Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2019 (as amended, restated or supplemented from time to time, the “Credit Agreement”), by and among Grantors, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 5, 2019 in favor of Agent (as amended, restated or supplemented from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, Trademark Collateral shall exclude any Excluded Property. For purposes of this Trademark Security Agreement, "Excluded Property" means, collectively, (a) any permit or license or any Contractual Obligation of any Grantor or any Property subject to a Requirement of Law that prohibits or requires the consent of any Person (other than a Grantor or any of its Affiliates) that has not been obtained, but only to the extent and while such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law and (b) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, however, "Excluded Property" shall not include any Proceeds, products, substitutions or replacements of Excluded Property (unless such Proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

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

FOLEY FAMILY WINES, INC., a Delaware corporation, as a Grantor

By: [Signature]
Name: William P. Foley II
Title: Chairman and Chief Executive Officer

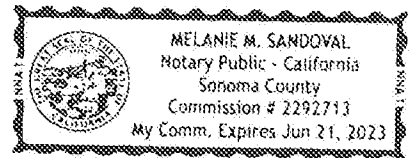
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On August 18, 2020 before me, Melanie M. Sandoval, a Notary Public, personally appeared William P. Foley II, 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 Melanie M. Sandoval

(Seal)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

KULETO VILLA, LLC, a California limited liability company, as a Grantor

By: [Signature]
Name: William P. Foley II.
Title: Chairman and Chief Executive Officer

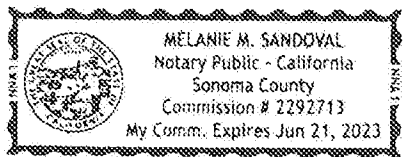
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On August 19, 2020 before me, Melanie M. Sandoval, a Notary Public, personally appeared William P. Foley II, 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 Melanie M. Sandoval

(Seal)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CITY NATIONAL BANK, as Agent

By *Theresa Wong*
Name *Theresa Wong*
Title *Vice President*

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.

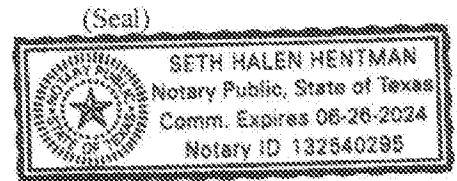
^{S.H.}
STATE OF ~~CALIFORNIA~~) ^{TEXAS}
^{S.H.})
COUNTY OF ~~LOS ANGELES~~) ^{WILLIAMSON}

On August 13 2020 before me, *Seth Hentman*, a Notary Public, personally appeared *Theresa Wong*, 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 ^{S.H.}~~California~~ ^{TEXAS} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Seth Hentman*



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	3 RIVERS WINERY	United States	75/773015	2507775
Foley Family Wines, Inc.	ACROBAT	United States	78/885745	3713467
Foley Family Wines, Inc.	ALTVS	United States	88/257345	5820450
Foley Family Wines, Inc.	ALTVS and Design	United States	88/257197	5820444
Foley Family Wines, Inc.	BETRAYAL	United States	86/717824	5291558
Foley Family Wines, Inc.	BLACK KNIGHT DISTRIBUTING	United States	86/227157	5340987
Foley Family Wines, Inc.	CHALK HILL and Design	United States	75/294133	2155004
Foley Family Wines, Inc.	CHALK HILL and Design	United States	85/804934	4541600
Foley Family Wines, Inc.	CHALONE	United States	77/367915	3472116
Foley Family Wines, Inc.	CHALONE VINEYARD	United States	73/472572	1343154
Foley Family Wines, Inc.	CHERRYBLOCK	United States	74/470490	1859925
Foley Family Wines, Inc.	DISCOVERIES	United States	77/738587	3846147
Foley Family Wines, Inc.	DOE RIDGE	United States	78/719724	3277428
Foley Family Wines, Inc.	EL PINO	United States	88/159084	5779598
Foley Family Wines, Inc.	EL PINO CLUB	United States	88/153943	6102829
Foley Family Wines, Inc.	EOS	United States	75/288344	2200574
Foley Family Wines, Inc.	ESTATE OF THE ART	United States	74/260870	1779813
Foley Family Wines, Inc.	ESTATE OF THE ART	United States	86/151390	4822866
Foley Family Wines, Inc.	ESTATE VINEYARD SELECTION	United States	75/164454	2104452
Foley Family Wines, Inc.	FOG THEORY	United States	86/537305	4868358
Foley Family Wines, Inc.	FOUR GRACES	United States	78/476357	3036865

Grantor	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	GAVILAN	United States	78/545813	3235858
Foley Family Wines, Inc.	GRAVEL BED	United States	85/523353	4485662
Foley Family Wines, Inc.	GRAVEL BED RED	United States	85/828466	4602255
Foley Family Wines, Inc.	HEARSAY	United States	85/845650	4576743
Foley Family Wines, Inc.	LATIMER RANCH	United States	88/192747	6102922
Foley Family Wines, Inc.	LOST ANGEL	United States	77/758502	3739463
Foley Family Wines, Inc.	M and Design	United States	78/801431	3180888
Foley Family Wines, Inc.	MERUS	United States	75/566570	2540880
Foley Family Wines, Inc.	MISCELLANEOUS DESIGN (ALTVS)	United States	77/426735	3562383
Foley Family Wines, Inc.	MISCELLANEOUS DESIGN (Chalone Landscape)	United States	87/380968	5306530
Foley Family Wines, Inc.	MISCELLANEOUS DESIGN (Oarlock)	United States	87/422554	5306697
Foley Family Wines, Inc.	PEBBLE ROW	United States	87/263604	5382122
Foley Family Wines, Inc.	PROXIMITY TWENTY SIX	United States	85/453409	4286739
Foley Family Wines, Inc.	SEBASTIANI	United States	73/164086	1111451
Foley Family Wines, Inc.	SEBASTIANI and Design	United States	78/059935	2601210
Foley Family Wines, Inc.	SEBASTIANI'S PIZZA MY WAY CONTEST	United States	86/122703	4685739
Foley Family Wines, Inc.	SECOLO	United States	78/284682	3136475
Foley Family Wines, Inc.	SVELTE	United States	77/423635	3732086
Foley Family Wines, Inc.	WRIGHT CREEK	United States	86/797792	5375772
Foley Family Wines, Inc.	BACK FORTY	United States	78/609668	3199665
Foley Family Wines, Inc.	FC FERRARI-CARANO BELLA LUCE	United States	85/254209	4111107
Foley Family Wines, Inc.	FERRARI-CARANO	United States	73/832109	1634300
Foley Family Wines, Inc.	FERRARI-CARANO SIENNA	United States	76/243311	2913479
Foley Family Wines, Inc.	LAZY CREEK VINEYARDS	United States	77/188308	3500733
Foley Family Wines, Inc.	PREVAIL	United States	78/591446	3197498
Foley Family Wines, Inc.	TRE TERRE	United States	74/368751	1947162

Grantor	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	WEST FACE	United States	78/719086	3184964
Foley Family Wines, Inc.	WINES THAT PREVAIL	United States	78/856293	3327619
Foley Family Wines, Inc.	GUENOC	United States	86/347707	4853692
Kuleto Villa, LLC	FROG PRINCE	United States	85/446424	4157419
Kuleto Villa, LLC	INDIA INK	United States	85/446420	4157418
Kuleto Villa, LLC	KULETO ESTATE	United States	77/398556	3575075
Kuleto Villa, LLC	NATIVE SON	United States	86/578939	4845536

2. TRADEMARK APPLICATIONS

Grantor	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	DISCOVERIES	United States	90/072035	
Foley Family Wines, Inc.	EL PINO CLUB	United States	88/153945	
Foley Family Wines, Inc.	HEARSAY	United States	90/072037	
Foley Family Wines, Inc.	JADE COVE	United States	87/263599	
Foley Family Wines, Inc.	OAK HILL	United States	88/303041	
Foley Family Wines, Inc.	PERAL VINEYARD	United States	88/191555	
Foley Family Wines, Inc.	TRENTON VINEYARD	United States	88/466276	
Foley Family Wines, Inc.	THE CUSP	United States	88/352270	
Foley Family Wines, Inc.	SEA FLOORED	United States	88/352266	
Foley Family Wines, Inc.	FUNKY JORY	United States	88/352264	
Foley Family Wines, Inc.	78 AND SUNNY	United States	88/808143	
Foley Family Wines, Inc.	ARC RISE	United States	88/819722	
Foley Family Wines, Inc.	AVOW	United States	88/808125	
Foley Family Wines, Inc.	BOYD PRIVATE RESERVE	United States	88/911672	
Foley Family Wines, Inc.	BUOYANT	United States	88/808148	
Foley Family Wines, Inc.	EPHEMERA	United States	88/808140	
Foley Family Wines, Inc.	FLYAWAY	United States	88/796508	

Grantor	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	FOSO	United States	88/893246	
Foley Family Wines, Inc.	GOLDENWAY	United States	88/819721	
Foley Family Wines, Inc.	GOODHEART	United States	88/819704	
Foley Family Wines, Inc.	HEAD TURNER	United States	88/759413	
Foley Family Wines, Inc.	HEADTURNER	United States	88/759415	
Foley Family Wines, Inc.	RYER ESTATE	United States	88/949973	
Foley Family Wines, Inc.	IPSO FACTO	United States	88/819703	
Foley Family Wines, Inc.	LAST CLASS	United States	88/819718	
Foley Family Wines, Inc.	LATITUDE 48	United States	88/743811	
Foley Family Wines, Inc.	MENACE	United States	88/796500	
Foley Family Wines, Inc.	MOTEL CALIFORNIA	United States	88/819712	
Foley Family Wines, Inc.	ODE TO THE BEAST	United States	88/891614	
Foley Family Wines, Inc.	PACIFIC COAST HIGHWAY	United States	88/491616	
Foley Family Wines, Inc.	PLUNGE	United States	88/808294	
Foley Family Wines, Inc.	ROCKRISE	United States	88/897750	
Foley Family Wines, Inc.	ROOT 66	United States	88/819706	
Foley Family Wines, Inc.	RYER ISLAND	United States	88/875365	
Foley Family Wines, Inc.	SECOURS	United States	88/819719	
Foley Family Wines, Inc.	STEAMBOAT ESTATE	United States	88/924999	
Foley Family Wines, Inc.	STEAMBOAT VINEYARDS	United States	88/925002	
Foley Family Wines, Inc.	SUMMER FRIDAYS	United States	88/819714	
Foley Family Wines, Inc.	THE FRAY	United States	88/819695	
Foley Family Wines, Inc.	THE NERVE	United States	88/796504	
Foley Family Wines, Inc.	TRUE BEAST	United States	88/891618	
Foley Family Wines, Inc.	TUSSLE	United States	88/808141	
Foley Family Wines, Inc.	VERVE	United States	88/796510	

Grantor	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	WILD BEAST	United States	88/891622	
Foley Family Wines, Inc.	WIND & GRACE	United States	88/819709	
Foley Family Wines, Inc.	WITSTONE	United States	88/808135	
Foley Family Wines, Inc.	LOOKOUT TREE	United States	88/836156	
Foley Family Wines, Inc.	MAACAMA CREEK RANCH	United States	88/297889	
Foley Family Wines, Inc.	ROCKRISE	United States	88/747965	
Foley Family Wines, Inc.	SKY HIGH RANCH	United States	88/496168	

3. IP LICENSES

Grantor	IP Owner	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	Banshee Wines, LLC	BANSHEE	United States	85/610474	4257603
Foley Family Wines, Inc.	Banshee Wines, LLC	BANSHEE and Design	United States	85/610481	4356541
Foley Family Wines, Inc.	Banshee Wines, LLC	RICKSHAW	United States	85/610444	4257601
Foley Family Wines, Inc.	Banshee Wines, LLC	MORDECAI	United States	88/466692	5943814
Foley Family Wines, Inc.	Banshee Wines, LLC	MORDECAI	United States	85/610468	4228181
Foley Family Wines, Inc.	Foley Estates Vineyard and Winery, LLC	T ANCHOR RANCH	United States	88/603892	6032754
Foley Family Wines, Inc.	Foley Estates Vineyard and Winery, LLC	BAR LAZY S RANCH	United States	77/902400	3827965
Foley Family Wines, Inc.	Foley Estates Vineyard and Winery, LLC	JA RANCH	United States	77/902404	3827968
Foley Family Wines, Inc.	Foley Estates Vineyard and Winery, LLC	T ANCHOR	United States	77/322308	3680510
Foley Family Wines, Inc.	Foley Estates Vineyard and Winery, LLC	TWO SISTERS	United States	76/683122	3686417
Foley Family Wines, Inc.	Foley Estates Vineyard and Winery, LLC	LINCOURT	United States	76/683124	3460046
Foley Family Wines, Inc.	Lancaster Estate Vineyard & Winery, LLC	LANCASTER ESTATE & Design	United States	76/647303	3131793

Grantor	IP Owner	Trademark	Country	Serial No.	Registration No.
Foley Family Wines, Inc.	Lancaster Estate Vineyard & Winery, LLC	LANCASTER ESTATE	United States	90/121706	
Foley Family Wines, Inc.	Lancaster Estate Vineyard & Winery, LLC, successor in interest to Roth Wines, LLC	R E and Design	United States	87/422559	5329662
Foley Family Wines, Inc.	Lancaster Estate Vineyard & Winery, LLC, successor in interest to Roth Wines, LLC	ROCKY ROOTS	United States	86/212953	5073646
Foley Family Wines, Inc.	Lancaster Estate Vineyard & Winery, LLC, successor in interest to Roth Wines, LLC	ROTH	United States	87/422562	5516696