900763878 04/06/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM801025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wine Hooligans LLC		04/04/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	West Coast Credit Services, Inc.	
Street Address:	6342 Bystrum Road	
City:	Ceres	
State/Country:	CALIFORNIA	
Postal Code:	95307	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 53

PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Serial Number:	88646944	GREAT CASCADIA WINE CO.	
Serial Number:	88511476	JETSET	
Serial Number:	97544567	LIVING ON THE BRIGHT SIDE!	
Serial Number:	97108651	MARGO	
Serial Number:	97315874	SALT & STONE	
Serial Number:	90519061	SPREAD	
Registration Number:	3267583	ABBEYVILLE	
Registration Number:	3611128	ADLER FELS	
Registration Number:	4511932	THE ARCHIVIST	
Registration Number:	5242509	BARREL ROAD	
Registration Number:	4365929	BARRELHOUSE	
Registration Number:	5125616	BIG DEVINE	
Registration Number:	6185871	BLACKLETTER	
Registration Number:	6165072	BORDERLINE	
Registration Number:	5886898	BRIAR HILL	
Registration Number:	5580798	BRICK HILL	
Registration Number:	3267582	BUFFALO GROVE	
Registration Number:	5657845	BUMBLE & BLOOM	
Registration Number:	4080290	CELESTIA	
	•	TRADEMARK ——	

TRADEMARK

REEL: 008035 FRAME: 0638

900763878

Property Type	Number	Word Mark
Registration Number:	3804121	COASTLINE
Registration Number:	2557983	COYOTE CREEK
Registration Number:	5991283	DIAMOND HITCH CELLARS
Registration Number:	5331134	HARTS PASS
Registration Number:	5590735	I LOVE PIZZA
Registration Number:	3369946	KABOOM
Registration Number:	3641035	KITCHEN SINK
Registration Number:	6660541	KNOTWOOD
Registration Number:	2214798	LEAPING LIZARD
Registration Number:	5361011	MELT
Registration Number:	5487958	OLD WOODHOUSE
Registration Number:	3419507	PACIFIC CREST
Registration Number:	5313419	PINOT SOCIETY
Registration Number:	5979227	RANCHO COSTERO
Registration Number:	3437126	RARE FIND
Registration Number:	4508035	RAY'S CREEK
Registration Number:	3475029	ROBERT GOYETTE
Registration Number:	5808116	ROBLE DORADO
Registration Number:	5515490	SEPAL ESTATE
Registration Number:	5886897	SHELL & SHALE
Registration Number:	5801268	SHORTBREAD WINE CO.
Registration Number:	3278913	SIGNAL MOUNTAIN
Registration Number:	5928871	SITALA
Registration Number:	4508034	STATELAND
Registration Number:	6154777	STEPHEN VINCENT CRIMSON
Registration Number:	3475026	STEPHEN VINCENT
Registration Number:	3804703	THIRD WHEEL
Registration Number:	3481356	VINTERRA
Registration Number:	5257858	WHEAT RIDGE CELLARS
Registration Number:	5808095	ZINCHRONICITY
Registration Number:	6859815	1797
Registration Number:	5580461	3 BALL
Registration Number:	5863563	25 DAYS
Registration Number:	5682218	5TH AND BOWIE

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: 2095545232

Email: MPacher@rodsoulaw.com

Correspondent Name: Mathew Pacher

Address Line 1: 100 Sycamore Avenue

Address Line 2: Suite 101

Address Line 4: Modesto, CALIFORNIA 95354

NAME OF SUBMITTER:	Matthew Pacher
SIGNATURE:	/Matthew Pacher/
DATE SIGNED:	04/06/2023

Total Attachments: 8

source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

RECITALS

- A. Pursuant to that certain Loan Agreement of even date between Grantor, as Borrower, and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, among other things, to make the Term Loan, and make available the Operating Line of Credit (as defined therein) (the "Loans");
- B. Lender is willing to make the Loans and provide such other financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and
- C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Intellectual Property Security Agreement.

<u>AGREEMENT</u>

- 1. <u>Definitions</u>. All capitalized terms used by not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.
- 2. <u>Grant of Security Interest in Intellectual Property Collateral</u>. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):
 - (a) all of its Trademarks and all Trademark Applications to which it is a party, including those referred to in Part A to <u>Schedule I</u> hereto;
 - (b) all of its rights to the Domain Name referred to in Part B to Schedule I hereto; and
 - (c) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, or warranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever)

made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Trademark or Trademark Application, or the Domain Name, or (B) for injury to the goodwill associated with any Trademark, or the Domain Name, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

3. <u>Security Agreement</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"
WINE HOOLIGANS LLC, a California limited liability company
By: Dennis Carroll, Manager
"Lender"
WEST COAST CREDIT SERVICES, INC a California corporation
By: Daniel J. Leonard, Vice President

made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Trademark or Trademark Application, or the Domain Name, or (B) for injury to the goodwill associated with any Trademark, or the Domain Name, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

3. <u>Security Agreement</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"

WINE HOOLIGANS LLC, a California limited liability company

By: _______ Dennis Carroll, Manager

"Lender"

WEST COAST CREDIT SERVICES, INC., a California corporation

Daniel J. Leonard Vice President

in Ceres. a

SCHEDULE 1 (Part A)

TRADEMARKS

Trademarks Owned By Grantor Prior To And On The Closing Date

<u>Trademark</u>	USPTO Registration Number	Class/Goods
ABBEYVILLE	3,267,583	33: Wine
ADLER FEL	3,611,128	33: Wine
THE ARCHIVIST	4,511,932	33: Wine
BARREL ROAD	5,242,509	33: Wine
BARRELHOUSE	4,365,929	33: Wine
BIG DEVINE	5,125,616	33: Wine
BLACKLETTER	6,185,871	33: Alcoholic beverages except beers; Wines
BORDERLINE	6,165,072	33: Alcoholic beverages except beers; Wines
BRIAR HILL	5,886,898	33: Alcoholic beverages except beers; Wines
BRICK HILL	5,580,798	33: Alcoholic beverages except beers; Wines
BUFFALO GROVE	3,267,582	33: Wine
BUMBLE & BLOOM	5,657,845	33: Wine
CELESTIA	4,080,290	33: Wine

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COASTLINE	3,804,121	33: Wine
COYOTE CREEK	2,557,983	33: Wine
DIAMOND HITCH CELLARS (design plus words)	5,991,283	33: Alcoholic beverages except beers; Wine
HARTS PASS	5,331,134	33: Wine
I LOVE PIZZA	5,590,735	33: Wine
KABOOM (design plus words)	3,369,946	33: Wine
KITCHEN SINK	3,641,035	33: Wine
KNOTWOOD	6,660,541	33: Wine
LEAPING LIZARD	2,214,798	33: Wine
MELT	5,361,011	33: Wine
OLD WOODHOUSE	5,487,958	33: Alcoholic beverages, except beer, excluding all fortified wines and Portuguese wines
PACIFIC CREST	3,419,507	33: Wine
PINOT SOCIETY	5,313,419	33: Wine
RANCHO COSTERO	5,979,227	33: Alcoholic beverages except beers; Wines
RARE FIND	3,437,126	33: Wine
RAY'S CREEK	4,508,035	33: Wines
ROBERT GOYETTE	3,475,029	33: Wines

ROBLE DORADO	5,808,116	33: Wine
SEPAL ESTATE	5,515,490	33: Wine
SHELL & SHALE	5,886,897	33: Alcoholic beverages except beers; Wines
SHORTBREAD WINE CO.	5,801,268	33: Alcoholic beverages except beer
SIGNAL MOUNTAIN	3,278,913	33: Wine
SITALA	5,928,871	33: Alcoholic beverages except beers; Wines
STATELAND	4,508,034	33: Wines
STEPHEN VINCENT CRIMSON	6,154,777	33: Wines
STEPHEN VINCENT	3,475,026	33: Wines
THIRD WHEEL	3,804,703	33: Wine
VINTERRA	3,481,356	33: Wine
WHEAT RIDGE CELLARS	5,257,858	33: Wine
ZINCHRONICITY	5,808,095	33: Alcoholic beverages except beers; Wines
1797	6,859,815	33: Alcoholic beverages except beers; Wines
3 BALL	5,580,461	33: Alcoholic beverages except beers; Wines
25 DAYS	5,863,563	33: Alcoholic beverages except beers; Wines
5 TH AND BOWIE	5,682,218	33: Wine

<u>Unregistered Trademarks (Applications Pending)</u>

<u>Trademark</u>	Registration Application Serial Number	Class/Goods
GREAT CASCADIA WINE CO.	88-646,944	33: Wine
JETSET	88-511,476	33: Alcoholic beverages except beers; Wines
LIVING ON THE BRIGHT SIDE!	97-544,567	33: Alcoholic beverages except beers; Wines
MARGO	97-108,651	33: Alcoholic beverages except beers; Wines
SALT & STONE	97-315,874	33: Wine
SPREAD	90-519,061	33: Alcoholic beverages except beers; Wines

(Part B)

DOMAIN NAME

http://www.winehooligans.com

(Part C)

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NONE.

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