## 900562149 08/03/2020

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM589891

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name                                    | Formerly   | Execution Date | Entity Type           |
|---|--|----------------|-----------------------|
| AXA Equitable Life Insurance<br>Company | FORMERLY The Equitable<br>Life Assurance Society of<br>the United States | 05/15/2020     | Corporation: NEW YORK |

## **RECEIVING PARTY DATA**

| Name:           | Sunstone Vineyards and Winery |  |
|-----------------|-------------------------------|--|
| Street Address: | 125 N. REFUGIO ROAD           |  |
| City:           | SANTA YNEZ                    |  |
| State/Country:  | CALIFORNIA                    |  |
| Postal Code:    | 93460                         |  |
| Entity Type:    | Corporation: CALIFORNIA       |  |

## **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2001177 | SUNSTONE  |
| Registration Number: | 2206206 | EROS      |

#### **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:** 3193558063

Email: awmartin@aegonusa.com

Correspondent Name: Aegon USA Realty Advisors, LLC

Address Line 1: 6300 C St. SW
Address Line 2: Attn Andrew Martin

Address Line 4: Cedar Rapids, IOWA 52499

| NAME OF SUBMITTER: | Andrew Martin     |
|--------------------|-------------------|
| SIGNATURE:         | /Andrew W Martin/ |
| DATE SIGNED:       | 08/03/2020        |

**Total Attachments: 2** 

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TRADEMARK REEL: 007013 FRAME: 0377

900562149

# Release of Intellectual Property Security Interests (Short Form)

WHEREAS, AXA Equitable Life Insurance Company, formerly known as The Equitable Life Assurance Society of the United States ("Lender") entered into a Long Form Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement (California) dated February 1, 2001 (the "Security Agreement") with Sunrise, LLC, a California limited liability company and Sunstone Vineyards and Winery, a California corporation ("Grantor"), whereby Grantor granted security interests to Lender in the trademarks SUNSTONE, Registration No. 2001177, s/n 74-717738 and EROS, Registration No. 2206206, s/n 75-279175 (collectively the "Trademarks") which Security Agreement was recorded at the United States Patent and Copyright Office at Reel 002256 Frame 0606; and

WHEREAS, Lender wishes to release and reassign any and all right, title and interest in the Trademarks and any other collateral covered by the Security Agreement (collectively the "IP Collateral"). NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees:

- 1. IP Collateral includes, without limitation, all of the undersigned's right, title and interest of every kind and nature as of the date hereof in any and all of Grantor's:
  - a. registered or unregistered trademarks, service marks, trade and brand names, logos, trade dress, design rights, and other comparable designations of source, sponsorship, association or origin, including the Trademarks, along with the goodwill associated with the use thereof and symbolized thereby, and all renewals and extensions thereof;
  - know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, business, financial and marketing plans, data, and lists, and comparable confidential and proprietary information;
  - licensees and other agreements pursuant to which Grantor is granted, or grants, a license or other right, whether exclusive or non-exclusive, to (i) use or develop the foregoing, (ii) receive royalties, income, or other payments or compensation with respect thereto, or (iii) exercise any other rights with respect thereto, and any and all amounts now or hereafter due or payable with respect to the foregoing;
  - d. legal or equitable claims or causes of action (including for infringement) with respect to the foregoing, whensoever having occurred or occurring; and
  - any and all collateral pledged by Grantor to Lender in the Security Agreement.
- 2. The undersigned, for itself and its successors, representatives, agents, and assigns, hereby terminates, releases and discharges its security interests in and to the IP Collateral, and any other rights or interests it may have with respect thereto, and reassigns to Borrower any and all such rights and interests.

IN WITNESS WHEREOF the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized on May 15, 2020.

AXA Equitable Life Insurance Company, f/k/a The Equitable Life Assurance Society of the United States

Stephen T. Noonan, Investment Officer

RECORDED: 08/03/2020

**TRADEMARK REEL: 007013 FRAME: 0378**