

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO BANK, N.A., AS SUCCESSOR IN INTEREST TO BANK OF THE WEST		12/12/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DAOU VINEYARDS, LLC		
Street Address:	2777 HIDDEN MOUNTAIN ROAD		
City:	PASO ROBLES		
State/Country:	CALIFORNIA		
Postal Code:	93446		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4421957	PATRIMONY	
Serial Number:	88962954	CAVES DES LIONS	
Serial Number:	88871839	LIFEMAKER	
Registration Number:	3904187	PESSIMIST	
Registration Number:	3811682	DAOU	
Registration Number:	4328261	AUX	
Registration Number:	4250032	UNBOUND	
Registration Number:	4157460	SOUL OF A LION	
Registration Number:	4157454	MAYOTE	
Serial Number:	90050227	BODYGUARD	
Registration Number:	5967670	EYE OF THE FALCON	
Registration Number:	5967669	CUVÉE LIZZY	
Serial Number:	88515568	MAISON DAOU	
Serial Number:	87824900	FAMILY OF ORIGIN	
Registration Number:	5213811	LIVE THE DREAM. COME TO PASO!	
Serial Number:	90566881	DISRUPTOR	
Serial Number:	90566874	THE INNOVATOR	
Serial Number:	90566867	THRILL SEEKER	

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Property Type	Number	Word Mark
Serial Number:	90566862	REBOUND
Serial Number:	90394747	THE BIGGIE
Serial Number:	90462632	UNBOUND
Serial Number:	90394743	THE BIG LUSCIOUS

CORRESPONDENCE DATA

Fax Number: 2138910400

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: 213-891-0700

Email: pnulud@buchalter.com, mmandel@buchalter.com, emills@buchalter.com

Correspondent Name: PHILIP NULUD/MONICA MANDEL/ELYSE MILLS

Address Line 1: BUCHALTER, A PROFESSIONAL CORPORATION

Address Line 2: 1000 WILSHIRE BOULEVARD, SUITE 1500

Address Line 4: LOS ANGELES, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: U5087-0058 [PN:vmm]

NAME OF SUBMITTER: V. MONICA MANDEL

SIGNATURE: /V. Monica Mandel/

DATE SIGNED: 12/19/2023

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 12, 2023 (“Release”), is made by BMO Bank, N.A., as successor in interest to Bank of the West, as administrative agent and collateral agent for the financial institutions party to the Security Agreement from time to time as lenders (in such capacity, together with its successors and assigns in such capacity, “Secured Party”), in favor of DAOU VINEYARDS, LLC, a California limited liability company, whose address is 2777 Hidden Mountain Road, Paso Robles, CA 93446 (“Debtor”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of October 14, 2020 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Debtor and Secured Party and the Memorandum and Notice of Security Interest in Intellectual Property dated as of October 14, 2020 by and between the Debtor and Secured Party (the “IP Memo”), as supplemented by that certain Supplement No. 1 to Memorandum and Notice of Security Interest in Intellectual Property, dated April 16, 2021, by and between the Debtor and Secured Party (the “IP Supplement”), Debtor granted to the Secured Party a security interest in and to all of Debtor’s right, title and interest in and to Trademarks (together with the goodwill and assets of the business) including as listed on Schedule A attached hereto, and all actions for infringement concerning the foregoing (collectively, “IP Collateral”); and

WHEREAS, the IP Memo was recorded at the United States Patent and Trademark Office (“USPTO”) on December 1, 2020 at Reel 7118 Frame 0903 and the IP Supplement was recorded at the USPTO on July 1, 2021 at Reel 7342 Frame 0451.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Memo.

SECTION 2. Termination and Release. Secured Party hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Memo, IP Supplement, and any other agreement under which Debtor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the IP Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Debtor’s expense.

SECTION 3. Further Assurances. Secured Party, at Debtor’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP

Collateral, Secured Party will, at Debtor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed as of the date first set forth above.

Secured Party:

BMO Bank, N.A., as successor in interest to Bank of the West

By: Tracy Holmes Digitally signed by Tracy Holmes
Date: 2023.12.12 13:34:32 -08'00'
Name: Tracy Holmes
Title: Managing Director

Schedule A

**DAOU VINEYARDS, LLC
(a California limited liability company)
U.S. Trademarks Subject to Security Interest
Granted by Debtor**

In Favor of Secured Party pursuant to the IP Memo and IP Supplement

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>
PATRIMONY CAVES	3/22/2013	85884031	10/22/2013	4421957	Registered
DES LIONS	6/12/2020	88962954	N/A	N/A	Pending
LIFEMAKEER	4/14/2020	88871839	N/A	N/A	Pending
PESSIMIST	5/28/2010	85/050,768	1/11/2011	3,904,187	Registered
DAOU	12/18/2008	77/636,444	6/29/2010	3,811,682	Registered
AUX	9/11/2012	85/725,896	4/30/2013	4,328,261	Registered
UNBOUND	4/17/2012	85/599,748	11/27/2012	4,250,032	Registered
SOUL OF A LION	10/13/2011	85/446,788	6/12/2012	4,157,460	Registered
MAYOTE	10/13/2011	85/446,735	6/12/2012	4,157,454	Registered
BODYGUARD EYE OF	7/13/2020	90050227			Pending
THE FALCON	9/24/2019	88629331	01/21/2020	5,967,670	Registered
CUVEE LIZZY	9/24/2019	88629293	1/21/2020	5,967,669	Registered
MAISON DAOU	7/15/2019	88/515,568			Pending
FAMILY OF ORIGIN	3/7/2018	87/824,900			Pending
DAOU (Canada)	3/7/2014	1,666,830	11/15/2016	TMA955,357	Registered
DAOU (Lebanon)	1/5/2016	45372	2/10/2016	169693	Registered
DAOU (MX, EM, China)			3/15/2017	1197959	Registered
LIVE THE DREAM.					
COME TO PASO!	10/24/2016	87/213,706	5/30/2017	5,213,811	Registered
DISRUPTOR	03/08/2021	90566881	N/A	N/A	Pending
THE INNOVATOR	03/08/2021	90566874	N/A	N/A	Pending
THRILL SEEKER	03/08/2021	90566867	N/A	N/A	Pending
REBOUND	03/08/2021	90566862	N/A	N/A	Pending
THE BIGGIE	03/08/2021	90394747	N/A	N/A	Pending
UNBOUND	01/13/2021	90462632	N/A	N/A	Pending
THE BIG					
LUSCIOUS	12/18/2020	90394743	N/A	N/A	Pending