

THIS IS A

TWO SIDED DOCUMENT

COLLATERAL ASSIGNMENT AND SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS AND TRADEMARK LICENSES)

WHEREAS, Ravenswood Winery, Inc. (Grantor), by Consolidated and Supplemental Security Agreement dated July 23, 1997 ("Security Agreement"), as the same may from time to time be supplemented, modified or amended, has granted to **PACIFIC COAST FARM CREDIT SERVICES, ACA** (Lender), a lien on and security interest in Grantor's personal property assets, including but not limited to Trademarks and Trademark Licenses, as those terms are defined hereinbelow, and the assets related thereto ("Related Assets"), in order to secure, among other things, the prompt and complete payment of all amounts owing under various loan agreements, promissory notes, and other documents from Grantor and others to Lender; and,

WHEREAS, Grantor owns the trademarks and has rights under the trademark licenses listed on Schedule A attached hereto and may hereafter own various trademarks, file various trademark applications or be a party to, or an assignee of a party to, various trademark licenses,

NOW THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lender to lend money to Grantor and others, grantor agrees as follows:

1. **Definitions.** The terms "Assignment", "Trademarks" and "Trademark Licenses" shall have the following meanings:

"Assignment" shall mean this Collateral Assignment and Security Agreement.

"Obligations" shall mean all of Grantor's duties and obligations under this Assignment, the promissory notes and other loan documents executed by Grantor in favor of Lender.

"Trademark Licenses" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark or Trademark registration.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, whether or not registered or recorded, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof, or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof.

- f. Grantor has the unqualified right to enter into this Assignment and perform its terms,
- g. Grantor intends to use proper statutory notice in connection with its use of the Trademarks; and,
- h. Grantor has used, and will continue to use, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. **Covenants of Grantor.** Grantor covenants and agrees as follows:

- a. Grantor will notify Lender no later than then (10) days after Grantor acquires any Trademark not included in Schedule I, or becomes a licensee under any Trademark License. If Lender so requests, Grantor will deliver to Lender an Amendment to Schedule I describing such Trademark or Trademark License. If such Trademark or the subject of such Trademark License is registered or the subject of any application filed with the United States Patent and Trademark Office or with any similar office or agency of the United States, any State or Territory thereof, or any foreign country or political subdivision thereof, and if Lender so requests, Grantor will file this Assignment, together with such Amendment to Schedule I, with any and all such offices.
- b. Upon the written request of Lender, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 Financing Statements, and take such further action as Lender may reasonable deem desirable to obtain the full benefit of this Assignment.
- c. Grantor will take all steps necessary to maintain trademarks and the rights thereto.
- d. Grantor will not sell, assign, transfer or grant a license for the use any Trademark Collateral without the prior written consent of the Lender. Grantor shall notify Lender of its intent to transfer, sell, assign or grant a license for the use of any Trademark Collateral at least thirty (30) days prior to the date of such transfer, sale, assignment or grant of a license. Grantor shall provide Lender with the name, telephone number and address of the party or parties to whom such transfer, sale, assignment or grant shall be made. Lender may, at its sole option, provide such party or parties with a notice of its security interest and may require that all proceeds from such sale, transfer, assignment or grant be remitted to it.

5. **Power of Attorney.** In connection with this Assignment, under a separate instrument, Grantor has appointed Lender as its attorney-in-fact for the purpose of taking whatever steps are deemed desirable by Lender to obtain the full benefit of this Assignment. The grant of this power of attorney shall not be deemed a delegation of any of Grantor's duties or covenants hereunder. The exercise of the Power of Attorney by the Lender shall be at the Lender's sole option and convenience.
6. **Grant of License to Use Trademark Collateral.** For the purpose of enabling Lender to exercise rights and remedies under the Security Agreement (including without limitation, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Trademark Collateral) as such time as Lender shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Lender for the benefit of such Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, transfer, license or sublicense any trademark, trade secret, patent or copyright now owned or hereafter acquired by grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof, which license shall include, without limitation, the right to sell bottled and bulk wine, and to bottle and sell bulk wine in each case with labels affixed and trademarks displayed thereon, and the right to print labels for use in bottling and selling bulk wine.
7. **Reinstatement.** This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of Grantor's Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Grantor, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
8. **Assignment.** The assignment granted pursuant to this Assignment is irrevocable and shall not terminate unless and until (i) the Obligations have been fully satisfied and (ii) no person who shall have made payment on the obligations, directly or indirectly, shall commence or have commenced against it as debtor any bankruptcy or insolvency proceeding for a period of 140 days following such payment, or, if longer, any preference period under any applicable state insolvency law plus ten days.

Attachment to Collateral Assignment and Supplemental Security Agreement
Ravenswood Winery, Inc.
April 1, 1998

SCHEDULE I
TRADEMARKS

<u>NAME</u>	<u>TRADEMARK REGISTRATION NUMBER</u>
Ravenswood Winery, Inc. Mark: Ravenswood (Class 33)	2,132,719
Ravenswood Winery, Inc. Marks: Ravenswood (Class 25) Three Ravens Design (Class 25)	2,118,152 and 2,118,153

