

07-22-1999

Patent and Trademark Office
Docket No. 39673-2

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101098134

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Frederick P. Furth

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: IBJ Whitehall Bank & Trust Company

Internal Address:

Street Address: One State Street

City: New York State: NY ZIP: 10004

- Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: New York
 Other: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: June 30, 1999

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Registration No.(s)

see attached Schedule IAdditional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Douglas L. Hendricks
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 4

7. Total fee (37 C.F.R. § 3.41): \$115.00

- Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 39673-2

8. Deposit account number: 03-1952The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Douglas L. Hendricks

Douglas L. Hendricks 7/16/99
Signature Date

Total number of pages comprising cover sheet, attachments and document: 5

07/21/1999 MTHAI1 00000167 2155004

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

sf-722038

TRADEMARK
REEL: 001931 FRAME: 0752

Schedule I

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Chalk Hill and Design	2,155,004	5/5/98
Estate Vineyard Selection	2,104,452	10/7/97
Estate of the Art	1,779,813	6/29/93
Chalk Hill Winery and Design	1,442,381	6/9/87

TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of June 30, 1999, is made by is made by Frederick P. Furth (the "Debtor") in favor of IBJ Whitehall Bank & Trust Company (the "Bank").

RECITALS

WHEREAS, the Debtor and the Bank have entered into the letter agreement dated June 28, 1989, as the same has been amended by letter agreement dated June 30, 1999, and as the same may be further amended from time to time (the "Letter Agreement") and the Security Agreement dated as of June 30, 1999 (as amended from time to time, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees, for the benefit of the Bank, as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns and pledges to the Bank, and hereby grants to the Bank a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed in Item A of Attachment 1 hereto;

(b) all reissues, extensions or, renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.


4. Release of Security Interest

Upon the payment in full of the Obligations and the termination of the commitment of the Bank to make further loans pursuant to the Letter Agreement, the pledge and security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Bank shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and documents as Debtor shall reasonably request to release the lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. Acknowledgement

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for herein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.


FREDERICK P. FURTH

TRADEMARKS AND LICENSESItem A. TrademarksRegistered Trademarks

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US. Federal	Chalk Hill and Design	2,155,004	5/5/98
	Estate Vineyard Selection	2,104,452	10/7/97
	Estate of the Art	1,779,813	6/29/93
	Chalk Hill Winery and Design	1,442,381	6/9/87
State - California	Chalk Hill Winery	82,502	8/27/86 (Renewed 8/5/96)

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
[None]		

Trademark Applications in Preparation

<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>
[None]		

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.