

09-22-1999

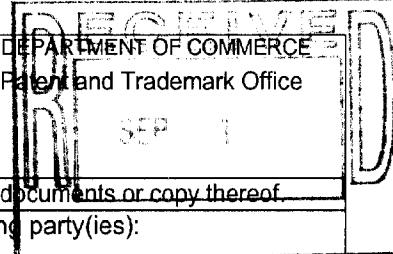
FORM PTO-  
1-31-92

RECO



101151668

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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

1. Name of conveying party(ies):  
**B.R. Cohn Winery, Inc.** *MRO 9-21-99*

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

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other -----

Execution Date: **August 28, 1995**

2. Name and address of receiving party(ies):  
Name: Silicon Valley Bank  
Internal Address: Loan Documentation HG150  
Street Address: 3003 Tasman Drive  
City: Santa Clara                      State: Ca                      ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
**B.R. Cohn ( & Design) 1,835,619**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Silicon Valley Bank  
Internal Address: Loan Documentation HG150  
Street Address: 3003 Tasman Dr.  
City: Santa Clara                      State: Ca                      ZIP: 95054

6. Total number of applications and registrations involved: -----

7. Total fee (37 CFR 3.41): ..... \$ **40.00**  
 Enclosed *# 8077*  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

09/22/1999 DNGUYEN 00000008 1835619  
01 FC:481                      40.00 OP

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.*

**Teresa Gomez**  
Name of Person Signing

*Teresa Gomez*  
Signature

**9.8/99**  
Date

Total number of pages comprising cover sheet: **4**

OMB No 0651 -0011 (exp 4/94)

**TRADEMARK**  
**REEL: 001962 FRAME: 0267**

## COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Collateral Assignment and Security Agreement is made as of August 28, 1995, by and between B.R. COHN WINERY, INC., a California corporation ("Assignor"), and SILICON VALLEY BANK, a California banking corporation ("Assignee").

### RECITALS

A. Assignee has agreed to lend to Assignor certain funds (the "Loan"), and Assignor desires to borrow such funds from Assignee. The Loan will be made pursuant to the terms of a Loan and Security Agreement of even date herewith (the "Loan Agreement").

B. In order to induce Assignee to make the Loan, Assignor has agreed to assign certain intangible property to Assignee for purposes of securing the obligations of Assignor to Assignee.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee, as security, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS AN CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN AGREEMENT.

2. Authorization and Request. Assignor authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment and security agreement.

3. Events of Default; Remedies. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default hereunder. Upon the occurrence and continuance of an Event of Default, Assignee shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to

make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including reasonable attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

4. Reassignment. At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

5. Miscellaneous. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof. If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements. This Assignment may be amended only by a written instrument signed by both parties hereto. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This Assignment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

Address of Assignor:

15140 Sonoma Highway  
Glen Ellen, CA 95442

Attn: Bruce E. Conn

ASSIGNOR:

B.R. COHN WINERY, INC.

By: 

Title: President

Address of Assignee:

Ten Almaden Boulevard  
San Jose, CA 95113

Attn: Corey Dahline

ASSIGNEE:

SILICON VALLEY BANK

By: 

Title: ASP

EXHIBIT A

Trademarks

Name

Registration Number

B. R. Cohn (s Design)

1,835,619