

10-07-1999



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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other First Amendment to Intellectual Property Security Agreement

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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10/05/1999 MTHA11 00000226 200052 2071727

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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TRADEMARK
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number *or* the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,071,727"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,620,726"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,147,227"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Christine E Wilson

D. Elaine Howard, Legal Assistant

Name of Person Signing

Christine E Wilson
D. Elaine Howard

Signature

September 27, 1999

Date Signed

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment") dated as of August 27, 1999, is entered into by and between **ASSOCIATED VINTAGE GROUP, INC.**, a California corporation ("Grantor"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation ("Lender"), and amends that certain Intellectual Property Security Agreement dated as of January 20, 1998, executed by Grantor and Lender.

RECITALS

A. Grantor and Lender are parties to that certain Credit Agreement dated as of January 20, 1998, as amended (the "Credit Agreement"), pursuant to which Lender agreed to make certain financial accommodations to or for the benefit of Grantor upon the terms and conditions contained therein. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings given to them in the Credit Agreement, as amended.

B. Pursuant to the terms of the Credit Agreement and that certain Security Agreement dated as of January 20, 1998 between Grantor and Lender, Grantor is required to execute and deliver to Lender this First Amendment to Intellectual Property Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Amendments to Intellectual Property Security Agreement.

1.1 **Part B to Schedule I** to the Intellectual Property Security Agreement is supplemented to add the Trademarks and Trademark Licenses identified on **Appendix B** hereto.

2. Conditions of Effectiveness. This Amendment shall become effective upon Lender's receipt of an original of this Amendment that, when counterparts are taken together, bears the signatures of Grantor and Lender.

3. Representations and Warranties. Grantor hereby represents and warrants to Lender as follows: (i) the representations and warranties contained in the Intellectual Property Security Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all material respects as of the date hereof; and (ii) this Amendment, the Credit Agreement, the Security Agreement, the Intellectual Property Security as amended hereby, the Revolving Note, the Capex Note, and the other Loan

Documents constitute the legal, valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms.

4. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the Credit Agreement and the Intellectual Property Security Agreement shall remain binding upon Grantor and Lender, and all provisions of the Credit Agreement and the Intellectual Property Security Agreement shall remain in full force and effect. Grantor expressly ratifies and affirms its obligations to Lender under the Credit Agreement, the Intellectual Property Security Agreement and the other Loan Documents.

5. Miscellaneous.

5.1 Complete Agreement. The Intellectual Property Security Agreement, as modified and amended by this Amendment, together with the Credit Agreement, as amended, and the other Loan Documents, constitute the complete agreement between the parties, and supersede any prior written or oral agreements, writings, communications or understandings of the parties, with respect to the subject matter hereof or thereof.

5.2 Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

5.3 Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment, and are not to be taken into consideration in interpreting this Amendment.

5.4 Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

5.5 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

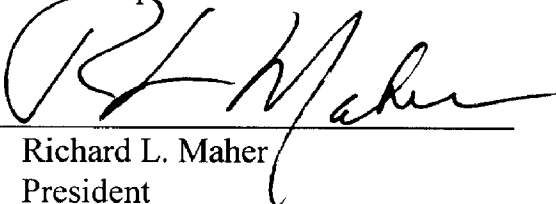
5.6 No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Lender under the Credit Agreement, as amended, the Intellectual Property Security Agreement, as amended, or any other Loan Document, (b) constitute a waiver of any provision of the Credit Agreement, as amended, the Intellectual Property Security Agreement, as amended, or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or the Intellectual

Property Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

5.7 Conflict of Terms. In the event of any inconsistency between the provisions of this Amendment and any provision of the Intellectual Property Security Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed and delivered as of the date and year first written above.

ASSOCIATED VINTAGE GROUP, INC.,
a California corporation

By: 
Richard L. Maher
President

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
P. Joseph Kochaphum
Duly Authorized Signatory

Property Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

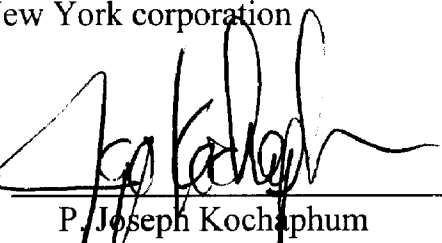
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a California corporation

By: _____
Richard L. Maher
President

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By:  _____
P. Joseph Kochaphum
Duly Authorized Signatory

APPENDIX B

TRADEMARKS AND TRADEMARK LICENSES

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date or Renewal Date</u>
Angelo d' Angelo	2,071,727	June 17, 1997
Les Vieux Cepages	1,620,726	August 21, 1990
Huntington ¹	2,147,227	March 31, 1998

¹ 40% Associated Vintage Group, Inc.; 60% William S. Leigon