

10-15-1999



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TRADEMARK

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

US PATENT &

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#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- 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

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Name

DBA/AKA/TA

Composed of

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- Individual  General Partnership  Limited Partnership

- 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.)

10/14/1999 DNGUYEN 00000314 200052 1438284

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01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
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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)

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**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="1,438,284"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,434,162"/>	<input type="text"/>	<input type="text"/>
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**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.

D. Elaine Howard, Legal Assistant

*D. Elaine Howard*

10/06/99

Name of Person Signing

Signature

Date Signed

*David Adams*

*David Adams*

**THIRD AMENDMENT TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK LICENSES)**

THIS THIRD AMENDMENT TO ASSIGNMENT FOR SECURITY (TRADEMARKS AND TRADEMARK LICENSES) ("Amendment"), dated as of September 14, 1999, is made by BERINGER WINE ESTATES COMPANY, a Delaware corporation having its chief executive office at 610 Air Park Road, P.O. Box 4500, Napa, California 94558 ("Borrower"), formerly known as Wine World Estates Company, in favor of PACIFIC COAST FARM CREDIT SERVICES, ACA, having an office at 5560 South Broadway, Eureka, California 95503, as agent (in such capacity, "Agent"), for the benefit of the "Lenders" as defined in the "Third Amended and Restated Credit Agreement" referred to below, with reference to the following facts:

**RECITALS**

A. Borrower, Agent and Lenders are party to that certain Third Amended and Restated Credit Agreement dated as of December 10, 1998 (as supplemented, amended, modified or restated from time to time, the "Credit Agreement"). Pursuant to the Credit Agreement, Borrower entered into that certain Assignment for Security (Trademarks and Trademark Licenses) dated as of January 16, 1996 in favor of Agent, for the benefit of Lenders, to secure its Obligations under the Credit Agreement dated January 16, 1996, as amended by that certain First Amendment to Assignment for Security (Trademarks and Trademark Licenses) dated as of April 1, 1996, and that certain Second Amendment to Assignment for Security (Trademarks and Trademark Licenses) dated as of February 28, 1997, (as amended, the "Trademark Assignment").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees, for the benefit of Lenders, as follows:

**AGREEMENT**

1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned to them in the Credit Agreement.
2. **Continuing Obligations.** Except as expressly provided by this Amendment, the rights and obligations of Borrower and Agent under the Trademark Assignment shall remain in full force and effect.
3. **Amendment to Trademark Assignment.** **Schedule A** to the Trademark Assignment is hereby amended by adding to **Schedule A** the trademarks and trademark licenses identified on the **Amendment to Schedule A** attached hereto.
4. **Authority.** Each Person executing this Amendment represents and warrants that he or she is lawfully authorized and empowered to execute this Amendment on behalf of the entity on whose behalf such Person is signing, and that upon execution, this

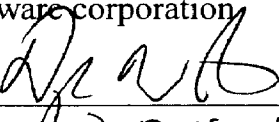
Amendment will be binding upon such entity, without any further approval, ratification or other action.

5. 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.

6. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

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

BERINGER WINE ESTATES COMPANY,  
a Delaware corporation

By:   
Name: DOUGLAS W. ROBERTS  
Title: VICE PRESIDENT, GENERAL COUNSEL

**AMENDMENT TO SCHEDULE A  
of Assignment for Security  
(Trademarks and Trademark Licenses)**

Schedule A of the Trademark Assignment is hereby amended by adding the trademarks and trademark licenses listed below.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
St Clement (Design Only)	1,438,284	04/28/87
St Clement	1,434,162	03/24/87