

05-03-2001



101700687

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party(ies)

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

01/31/2001

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

RECEIVED
MAY 3 AM 10:33
ASSIGNMENT SERVICES
DIVISION

Receiving Party

Mark if additional names of conveying parties attached

Name

Address (line 1)

Address (line 2)

City

State/Country

Zip Code

- 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 is attached. (Designation must be a separate document from Assignment.)

05/03/2001 DBYRNE 00000105 76103899

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 OP

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

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 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 Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/103,899"/>	<input type="text" value="76/103,898"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/117,210"/>	<input type="text" value="76/117,209"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/122,281"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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:
Deposit Account

Enclosed

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.

Melanie Cass

Name of Person Signing

Melanie Cass

Signature

May 1, 2001

Date Signed

**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of January 31, 2001, between **THE LEGACY ESTATE GROUP LLC**, a California limited liability company, having its chief executive office at 3022 St. Helena Highway, St. Helena, California 94574 ("*Assignor*"), and **COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH**, having an office at 245 Park Avenue, New York, New York 10167 in its capacity as Secured Party (in such capacity, "*Assignee*"), as each term is defined in the Credit Agreement (as defined below).

WHEREAS, pursuant to that Credit Agreement dated as of January 31, 2001 (as the same may be amended, modified, supplemented or restated from time to time, "*Credit Agreement*"), by and between Assignor, as borrower, and Assignee, as lender, Assignee has agreed to make certain extensions of credit to or for Assignor in the amounts and manner set forth in the Credit Agreement and the other Loan Documents (collectively, "*Credit*").

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 31, 2001 ("*Security Agreement*"), in favor of Assignee, Assignor has granted to Assignee a security interest in all of Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "*Collateral*," as defined in the Security Agreement.

WHEREAS, Assignee is willing to make, extend and maintain the Credit to and for the benefit of Assignor, but only upon the condition, among others, that Assignor shall grant a security interest in and to, and assign for security purposes (and not as an absolute assignment) in favor of and to Assignee, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "*Secured Obligations*" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Assignee to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit to Assignor upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, and hereby grants to Assignee, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* and *B* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

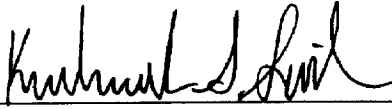
Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of Assignee will be automatically terminated, released, and/or reassigned to Assignor, and Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

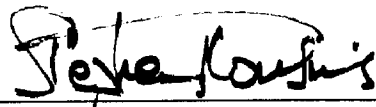
IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

The Legacy Estate Group LLC,
a California limited liability company

By: FIVE RIVERS GROUP, LLC,
a California limited liability company
Its Manager

By: 
Name: Kulwinder S. Sidhu
Title: Member

By: 
Name: Stephen R. Cousins
Title: Member

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS, AND TRADE NAMES)]

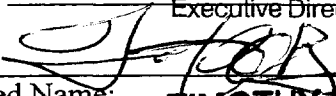
TRADEMARK
REEL: 002285 FRAME: 0544

ASSIGNEE:

**COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
INTERNATIONAL", NEW YORK BRANCH, as
secured party**

By: 
Printed Name: Edward Peyser
Title: Executive Director

300

By: 
Printed Name: TIMOTHY P O'BRIEN
Title: VICE PRESIDENT

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS, AND TRADE NAMES)]

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
76/103899	"Freemark Abbey Winery"	August 4, 2000
76/103,898	"Key to the Abbey"	August 4, 2000
76/117,210	"Edelwein Gold"	August 25, 2000
76/117,209	"Josephine's Vineyard"	August 25, 2000
76/122,281	"Freemark Abbey & Design"	September 5, 2000

SCHEDULE B

PENDING U.S. TRADEMARKS

REGISTRATION No.	MARK	APPLICATION DATE
	None.	