09-10-2002

102216365

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
THE WINE GROUP LLC

09-03-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: WELLS FARGO BANK, N.A., as Collateral Agent
Internal Address: P.O. Box 949
Street Address: 1120 K Street, 2nd Floor
City: Modesto State: CA Zip: 95353

☐ Individual(s) citizenship
☒ Association National
☐ 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other
Execution Date: August 30, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) Please see attachment
B. Trademark Registration No.(s) Please see attachment
Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: SHARON MATTHEWS, ESQ.
Internal Address: O'Melveny & Myers LLP
Street Address: 400 S. Hope Street
City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 69

7. Total fee (37 CFR 3.41) $1,740.00
☒ Enclosed; or if amount found insufficient, then
☒ Authorized to be charged to deposit account

8. Deposit account number:
08-2797

DO NOT USE THIS SPACE

9. Signature.
SCOTT D. MINDEN
Name of Person Signing
Signature
9/2/02
Date
Total number of pages including cover sheet, attachments, and document:

OFFICE OF PUBLIC RECORDS
2002 SEP 13 AM 9:22
FINANCE SECTION

09/09/2002 LMUELLER 00000147 2440757
01 FC:481 40.00 OP
02 FC:482 1700.00 OP

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

ATTACHMENT TO RECORDATION FORM COVER SHEET

Trademark Registrations

2,440,757	2,284,607	2,358,696	542,120
1,662,695	2,292,035	1,458,869	817,501
2,106,321	2,287,687	1,913,670	2,504,163
513,080	1,400,603	1,874,109	2,466,199
2,356,527	1,026,940	643,976	2,116,812
1,456,760	2,041,841	876,689	2,118,370
1,684,615	657,852	2,444,374	1,010,030
2,360,001	1,096,225	399,703	1,212,654
1,124,208	1,558,361	558,784	502,885
2,158,801	1,793,811	1,313,767	2,525,687
1,364,823	1,260,618	1,337,074	1,156,002
2,607,744	2,065,366	2,493,806	1,853,263
2,499,539	1,062,418	702,680	1,031,662

Trademark Applications

78/078,447
76/260,241
76/314,016
76/239,716
78/089,338
76/242,954
76/374,616
76/350,187
78/097,992
78/137,911
78/072,019
76/320,345
75/933,023
78/096,090
76/378,020
76/378,021
76/070,481

GRANT OF PATENT SECURITY INTEREST

WHEREAS, The Wine Group LLC, a Delaware limited liability company (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, The Wine Group, Inc., a California corporation (the **"Managing Member"**) and The Wine Group LLC, a Delaware limited liability company (the **"Company"**, and together with the Managing Member, the "**Co-Issuers**"), and Noteholders (as defined below) have entered into separate Note Purchase Agreements dated August 30, 2002 (said Note Purchase Agreements, as they may hereafter be amended, supplemented or otherwise modified from time to time, collectively being the "**Note Purchase Agreement**") pursuant to which Noteholders have agreed to purchase $150 million aggregate principal amount of Co-Issuers' Series 2002 Senior Secured Notes (collectively, the "**Notes**", such term to include any such notes issued in substitution therefor pursuant to the Note Purchase Agreement);

WHEREAS, pursuant to the Credit Agreement dated as of August 30, 2002 (said Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) by and among Co-Issuers, Lenders (as defined below), and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, **"Agent"**), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Secured Party (as defined below), Noteholders and Lenders have entered into, and upon their execution of a Counterpart, Additional Creditors will enter into that certain Collateral Agency and Intercreditor Agreement dated as of August 30, 2002 (the "**Collateral Agency and Intercreditor Agreement**"), pursuant to which Noteholders and Lenders have appointed, and upon their execution of such Counterpart, Additional Creditors will appoint Secured Party, and Secured Party has agreed to act, as collateral agent for Noteholders, Lenders and Additional Creditors;

WHEREAS, Subsidiary Grantors have guaranteed all present and future obligations to Noteholders under the Note Purchase Agreement and all present and future obligations to Lenders under the Credit Agreement and all future obligations to Additional Creditors under any Additional Agreement (including without limitation the obligation of Co-Issuers to make payments thereunder in the event of early termination thereof); and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of August 30, 2002 (the **"Security Agreement"**, capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) among the Co-Issuers, each of the direct and indirect Subsidiaries of Co-Issuers party thereto (each of such undersigned Subsidiaries being a " **Subsidiary Grantor**" and collectively **"Subsidiary Grantors"**) and each Additional Grantor that may become a party thereto after the date hereof in accordance with Section 22 thereof and Wells Fargo Bank, National Association, as Collateral Agent for and representative of (in such capacity therein called **"Secured Party"**) the holders of the Notes (**"Noteholders"**) under the Note Purchase Agreement referred to above, the financial institutions

("**Lenders**") that are party to the Credit Agreement referred to above and the Additional Creditors, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Note Purchase Agreement, the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "**Patents**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of August, 2002.

THE WINE GROUP LLC

By: Wine Holdings Group, Inc.
Title: Co-Manager

By _____
Name:
Title:

By: The Wine Group, Inc.
Title: Operating Manager

By _____
Name:
Title:

LA1:981393

SCHEDULE A

TERRITORY	PATENT	APPLICATION OR REGISTRATION NO.	REGISTRATION DATE	CURRENT RECORD TITLE OWNER
United States	Design (Bottle Large)	D391,494	3/3/1998	Franzia Winery
United States	Design (Bottle Small)	D387,668	12/16/1997	Franzia Winery

LA1:981393