

10-28-2002



Form **PTO-1594**
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102262114
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Sutter Home Winery, Inc. 10-21-02

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

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

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank National Association

Internal Address:

Street Address: 200 B Street, Suite 300

City: Santa Rosa State: CA Zip: 95401

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

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
- Security Agreement
- Other Modification of Trademark Collateral Assignment Agreement (see attached)
- Merger
- Change of Name

Execution Date: August 30, 2002

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

A. Trademark Application No.(s)
75/698,554; 75/894,769; 75/901,739; 76/001,668

B. Trademark Registration No.(s)
1,853,780; 1,437,476; 1,385,404; 1,740,026

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michelle D. Kahn

Internal Address:

Street Address: Sheppard Mullin Richter & Hampton LLP
4 Embarcadero Center, 17th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41): \$ 715.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Michelle D. Kahn

Name of Person Signing

Signature

10/27/02

Date

13

Total number of pages including cover sheet, attachments, and document:

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

10/28/2002 6TOM11 00000008 75698554

01 FC:8521
02 FC:8522

40.00 OP
675.00 OP

OFFICE OF PUBLIC RECORDS
2002 OCT 21 PM 4:01
FINANCE SECTION

Recordation Form Cover Sheet – Trademarks Only

Continuation of Question 4A: Trademark Application Nos.

76/001,669

76/008,444

76/099,669

76/110,518

76/166,298

76/174,962

76/200,568

76/223,521

76/223,543

76/225,826

76/229,365

Continuation of Question 4B: Trademark Registration Nos.

1,774,736

1,736,858

1,848,977

2,018,047

2,261,268

2,044,582

2,235,191

2,243,883

2,318,537

MODIFICATION OF TRADEMARK
COLLATERAL ASSIGNMENT AGREEMENT

THIS MODIFICATION OF TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT (this "Amendment") is entered into as of August 30, 2002, by and between SUTTER HOME WINERY, INC., a California corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Borrower is currently obligated to Bank pursuant to that certain Trademark Collateral Assignment Agreement, dated as of October 1, 2001, between Borrower and Bank, and recorded in the United States Patent and Trademark Office on December 3, 2001, at Reel/Frame 002410/0030 (the "Trademark Security Agreement").

WHEREAS, in connection with the modification of Bank's existing credit facilities to Borrower pursuant to that certain First Amendment to Second Amended and Restated Credit Agreement of even date herewith between Borrower and Bank (the "Credit Agreement Amendment"), Borrower and Bank have agreed to certain changes in the terms and conditions set forth in the Trademark Security Agreement and have agreed to amend the Trademark Security Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Trademark Security Agreement shall be amended as follows:

1. Additional Secured Obligations. The Trademark Security Agreement is amended to provide that it secures, in addition to the obligations described in Section 2 of the Trademark Security Agreement, the payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Sierra Sunrise Vineyards, a California corporation ("Sierra Sunrise"), to Bank, including without limitation all obligations now existing or arising under or in connection with any promissory note and/or loan agreement now or at any time hereafter executed by Sierra Sunrise with Bank, including but not limited to that certain Amended and Restated Credit Agreement dated as of February 1, 2002, between Sierra Sunrise and Bank, as amended by that certain First Amendment to Amended and Restated Credit Agreement of even date herewith, and all other amendments, modifications and extensions thereto, and substitutions or replacements therefor, which may from time to time be entered into between Sierra Sunrise and Bank (collectively, the "Additional Secured Obligations"). All references in the Trademark Security Agreement to "Secured Obligations" or to the "obligations secured hereby" shall hereafter include the Additional Secured Obligations in addition to the obligations and

indebtedness therein described as "Secured Obligations" or the "obligations secured hereby".

2. Third Party Security Provisions. The following Section 13 is hereby added to the end of the Trademark Security Agreement:

"13. Debtor Different From Obligor ("Third Party Debtor").

As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Debtor" shall mean (1) each person or entity included in the definition of Debtor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Debtor herein if any Obligor is not included in said definition.

"(a) Representations and Warranties. Each Third Party Debtor represents and warrants to Bank that: (i) this Security Agreement is executed at an Obligor's request; (ii) this Security Agreement complies with all agreements between each Third Party Debtor and any Obligor regarding such Third Party Debtor's execution hereof; (iii) Bank has made no representation to any Third Party Debtor as to the creditworthiness of any Obligor; and (iv) each Third Party Debtor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Debtor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Debtor's risks hereunder. Each Third Party Debtor further agrees that Bank shall have no obligation to disclose to any Third Party Debtor any information or material about any Obligor which is acquired by Bank in any manner. The liability of each Third Party Debtor hereunder shall be reinstated and revived, and the rights of Bank shall continue, if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Bank in its sole discretion; provided however, that if Bank chooses to contest any such matter at the request of any Third Party Debtor, each Third Party Debtor agrees to indemnify and hold Bank harmless from and against all costs and expenses, including without limitation reasonable attorneys' fees, expended or incurred by Bank in connection therewith, including without limitation, in any litigation with respect thereto.

"(b) Waivers.

"(i) Each Third Party Debtor waives any right to require Bank to: (A) proceed against any Obligor or any other person or entity; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person or entity; (C) give notice of the terms, time and place of any public or private sale of personal property security held from any Obligor or any other person or entity, or otherwise comply with any other provisions of Section 9610 et seq. of the California Uniform Commercial Code; (D) take any action or pursue any other remedy in Bank's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Bank as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

"(ii) Each Third Party Debtor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person or entity; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person or entity acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Bank or any Third Party Debtor; (E) any act or omission by Bank which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Bank against any Obligor; (F) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including without limitation increase or decrease of the rate of interest thereon; or (H) any requirement that Bank give any notice of acceptance of this Security Agreement. Until all Secured Obligations shall have been paid in full, no Third Party Debtor shall have any right of subrogation, and each Third Party Debtor waives any right to enforce any remedy which Bank now has or may hereafter have against any Obligor or

any other person or entity, and waives any benefit of, or any right to participate in, any security now or hereafter held by Bank. Each Third Party Debtor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Bank, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, destroys such Third Party Debtor's rights of subrogation or such Third Party Debtor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Debtor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations, whether by operation of Sections 726, 580a or 580d of the Code of Civil Procedure as from time to time amended, or otherwise, including without limitation any rights any Third Party Debtor may have to a Section 580a fair market value hearing to determine the size of a deficiency following any trustee's foreclosure sale or other disposition of any security for any portion of the Secured Obligations.

"(iii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy."

3. No Further Modifications. Except as specifically provided herein, all terms and conditions of the Trademark Security Agreement remain in full force and effect, without waiver or modification. All terms defined in the Trademark Security Agreement, as modified by this Amendment, shall have the same meaning when used in this Amendment. This Amendment and the Trademark Security Agreement shall be read together, as one document.


4. Representations; No Defaults. Borrower hereby remakes all representations and warranties contained in the Trademark Security Agreement and reaffirms all covenants set forth therein (as such covenants are modified by this Amendment). Borrower further certifies that, other than the Existing Default (as defined in the Credit Agreement Amendment), as of the date of this Amendment there exists no Event of Default (as defined in the Trademark Security Agreement), nor any condition, act or event which, with the giving of notice or the passage of time or both, would constitute any such Event of Default.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this
Amendment to be executed as of the day and year first written above.

Borrower:

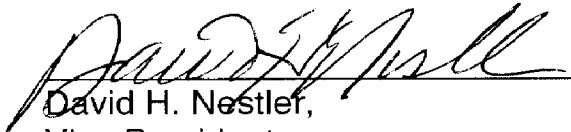
SUTTER HOME WINERY, INC.,
a California corporation

By: 

Roger J. Trincherro,
President

Bank:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

David H. Nestler,
Vice President

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service as "Express Mail" postage prepaid in an envelope addressed to:
Director – U.S. Patent and Trademark Office, Washington, D.C. 20231, on
October 21, 2002.

Summer Spano
Signature

Summer Spano
Name

October 21, 2002
Date

"Express Mail" Mailing Label Number:

EK235573415US

TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of October 1, 2001, by and between SUTTER HOME WINERY, INC., a California corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including without limitation, that certain Continuing Security Agreement: Rights to Payment and Inventory dated as of October 12, 1995, as the same may be amended from time to time, covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Collateral Assignments. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, assigns, conveys, mortgages and transfers to Bank Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, and proprietary labels represented by a federal Certificate of Label Approval, in which Debtor now has or at any time hereafter acquires an interest (except interests in any such Property arising pursuant to Debtor's joint venture with Cabonne Ltd. of Australia; and

(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached

hereto and incorporated herein by this reference, and (ii) all reissues and/or extensions of any of the Property. The trademark and other proprietary rights assigned to Bank as security hereunder shall be held by Bank for the full term for which said rights are granted, and for the term or terms of each and every extension thereof, as fully as the same would have been held by Debtor if this Agreement had not been executed, subject to Bank's obligation to release Bank's security interest in the Property upon satisfaction in full of all obligations of Borrower to Bank secured thereby.

2. Obligations Secured. The collateral assignment established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including but not limited to that certain Amended and Restated Credit Agreement between Debtor and Bank dated as of October 1, 2001, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement").

Upon payment and performance in full of all of Debtor's obligations under the Loan Agreement, Bank, at Debtor's cost and expense, shall reassign to Debtor without recourse and without any warranty or representation of any kind or nature, all right, title and interest that Bank may then have in the Property, free and clear of any claims by Bank, in form acceptable to counsel for Bank, and upon such reassignment, the license and rights granted hereunder shall terminate, and the entire right shall be reinvested in Debtor, as fully as if this Agreement and license had not been made.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Bank deems necessary or appropriate to perfect and vest in favor of Bank a valid collateral assignment of the Property. Except to the extent limited under Paragraph 1, concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Collateral Assignment Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Collateral Assignment Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest.

4. Grant of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement and the Loan Agreement), and Bank shall have given written notice to Debtor that the rights, license and privilege granted under this Paragraph have been terminated, Bank hereby grants to Debtor the exclusive, non-transferable, non-assignable royalty-free right and license under the Property to use for Debtor's own benefit and account and for none other such Property provided, however, that no suit shall be brought in the name of Bank unless Debtor have first received the written consent of Bank thereto, which consent shall not be unreasonably withheld in instances where applicable law requires that the Property owner be joined as a necessary party in infringement suits.

Debtor agrees neither to sell or assign its interest in, nor grant any sublicense under, the license granted to Bank in this Paragraph 4, without the prior written consent of Bank; provided however, that Debtor may grant such bona fide sublicenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on condition that such sublicenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) except to the extent limited under Paragraph 1, the Property listed on Exhibit A represents all of the trademarks, service marks, trade names and proprietary labels in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the reissuance of any trademark or other Property in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

8. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Debtor's license under the Property as set forth in Paragraph 4 shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all

expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

9. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

10. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Bank's prior written consent.

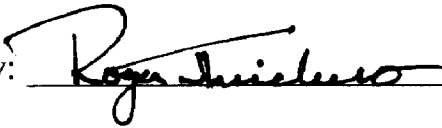
11. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

12. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the date first written above.

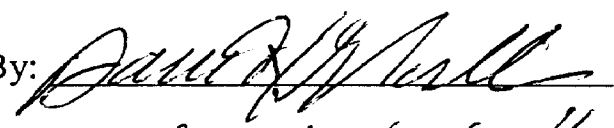
SUTTER HOME WINERY, INC.,
a California corporation

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 

Name: Roger J. Trincherro

Title: President

By: 

Name: David H. Nestler

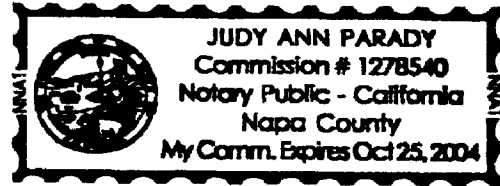
Title: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On Oct. 17, 2001, before me, Judy Ann Parady,
Notary Public, personally appeared Roger J. Trincherro,
X personally known to me or _____ proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized
capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy Ann Parady
Notary Public for Napa County, California
My Commission Expires: 10/25/04



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN JUAN

} SS.

On October 22, 2001, before me, YVONNE MAYNARD, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVID H. WESTLER
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Yvonne Maynard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT

Document Date: October 1, 2001 Number of Pages: 9

Signer(s) Other Than Named Above: Roger J. Trinchese

Capacity(ies) Claimed by Signer

- Signer's Name: DAVID H. WESTLER
- Individual
 - Corporate Officer — Title(s): Vice President
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: Wells Fargo Bank

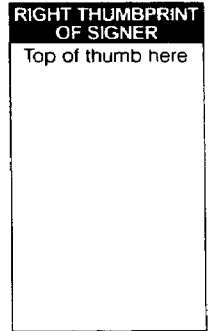


EXHIBIT A
to
TRADEMARK COLLATERAL ASSIGNMENT AGREEMENT
Dated as of October 1, 2001

U.S. TRADEMARK- REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
✓ 1,853,780	Montevina	September 13, 1994
✓ 1,437,476	Sparkler	April 21, 1987
✓ 1,385,404	Sutter Home	March 4, 1986
✓ 1,740,026	Sutter Home & Design	December 15, 1992
✓ 1,774,736	Sutter Home Fre	June 1, 1993
✓ 1,736,858	SH Sutter Home Sutter Home Winery Since 1890	December 1, 1992
X 1,848,977	Vinloc	August 9, 1994
✓ 2,018,047	Terra D'Oro	November 19, 1996
✓ 2,261,268	Delta Ranch	July 13, 1999
✓ 2,044,582	Palm Estate	March 11, 1997
✓ 2,235,191	M. Trinchero Founder's Estate	March 23, 1999

WORD-SIFFAA\61270388.4

2,243,883	Portico	May 4, 1999
2,318,537	Sycamore Lane Collection	February 15, 2000

U.S. TRADEMARK-SERIAL NUMBER	TRADEMARK	FILING DATE
75-698554	Savona	May 3, 1999
75-894769	Thomann Lane	January 12, 2000
75-901739	Cooper's Lane	January 24, 2000
76-001668	Willow Lane	March 16, 2000
76-001669	MoodMaker	March 16, 2000
76-008444	River Oaks	March 23, 2000
76-099669	Trinity Oaks	July 28, 2000
76-110518	Proprietor's Series	August 16, 2000
76-166298	Trinchero Family Estates	November 14, 2000
76-174962	Trinchero Mario's Estate	December 1, 2000
76-200568	Trinchero Mario's Reserve	January 26, 2001
76-223521	Taste the Wine Country	March 12, 2001

WORD-SFVAAA61270388.4

76-223543	Miscellaneous Design- Picture of Wedge of Cheese	March 13, 2001
76-225826	The Wedge	March 15, 2001
76-229365	The Wedge	March 22, 2001

WORD-SMFAA161270388.4

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

EK234598773US

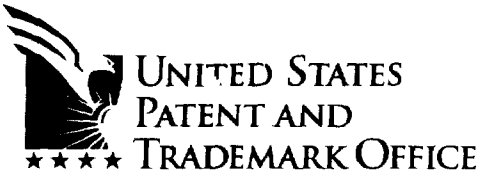
"Express Mail" Mailing Label Number: _____

Date of Deposit: December 3, 2001

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Summer Spano

Summer Spano



JULY 01, 2002

PTAS
SHEPPARD MULLIN RICHTER & HAMPTON LLP
MICHELLE D. KAHN
4 EMBARCADERO CENTER, 17TH FLOOR
SAN FRANCISCO, CA 94111

**CORRECTED
NOTICE**

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov



102129827A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/03/2001

REEL/FRAME: 002410/0030
NUMBER OF PAGES: 13

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
SUTTER HOME WINERY, INC.

DOC DATE: 10/17/2001
CITIZENSHIP: CALIFORNIA
ENTITY: CORPORATION

ASSIGNEE:
WELLS FARGO BANK, NATIONAL
ASSOCIATION
200 B STREET
SUITE 300
SANTA ROSA, CALIFORNIA 95401

CITIZENSHIP:
ENTITY: ASSOCIATION

APPLICATION NUMBER: 75698554
REGISTRATION NUMBER:

FILING DATE: 05/03/1999
ISSUE DATE:

MARK: SAVONA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK
REEL: 002605 FRAME: 0622

APPLICATION NUMBER: 75894769
REGISTRATION NUMBER:

FILING DATE: 01/12/2000
ISSUE DATE:

MARK: THOMANN LANE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75901739
REGISTRATION NUMBER: 2518522

FILING DATE: 01/24/2000
ISSUE DATE: 12/11/2001

MARK: COOPER'S LANE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76001668
REGISTRATION NUMBER:

FILING DATE: 03/16/2000
ISSUE DATE:

MARK: WILLOW LANE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76001669
REGISTRATION NUMBER: 2542322

FILING DATE: 03/16/2000
ISSUE DATE: 02/26/2002

MARK: MOODMAKER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76008444
REGISTRATION NUMBER:

FILING DATE: 03/23/2000
ISSUE DATE:

MARK: RIVER OAKS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76099669
REGISTRATION NUMBER:

FILING DATE: 07/28/2000
ISSUE DATE:

MARK: TRINITY OAKS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76110518
REGISTRATION NUMBER:

FILING DATE: 08/16/2000
ISSUE DATE:

MARK: PROPRIETOR'S SERIES
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76166298
REGISTRATION NUMBER:

FILING DATE: 11/14/2000
ISSUE DATE:

MARK: TRINCHERO FAMILY ESTATES
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76174962
REGISTRATION NUMBER:

FILING DATE: 12/01/2000
ISSUE DATE:

MARK: TRINCHERO MARIO'S ESTATE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76200568
REGISTRATION NUMBER:

FILING DATE: 01/26/2001
ISSUE DATE:

MARK: TRINCHERO MARIO'S RESERVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76223521
REGISTRATION NUMBER:

FILING DATE: 03/12/2001
ISSUE DATE:

MARK: TASTE THE WINE COUNTRY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76223543
REGISTRATION NUMBER:

FILING DATE: 03/13/2001
ISSUE DATE:

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76225826
REGISTRATION NUMBER:

FILING DATE: 03/15/2001
ISSUE DATE:

MARK: THE WEDGE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76229365
REGISTRATION NUMBER:

FILING DATE: 03/22/2001
ISSUE DATE:

MARK: THE WEDGE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74452696
REGISTRATION NUMBER: 1853780

FILING DATE: 11/01/1993
ISSUE DATE: 09/13/1994

MARK: MONTEVINA
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73564316
REGISTRATION NUMBER: 1437476

FILING DATE: 10/21/1985
ISSUE DATE: 04/21/1987

MARK: SPARKLER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73540941
REGISTRATION NUMBER: 1385404

FILING DATE: 06/03/1985
ISSUE DATE: 03/04/1986

MARK: SUTTER HOME
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74225608
REGISTRATION NUMBER: 1740026

FILING DATE: 11/25/1991
ISSUE DATE: 12/15/1992

MARK: SUTTER HOME WINERY SH SINCE 1890
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74266694
REGISTRATION NUMBER: 1774736

FILING DATE: 04/17/1992
ISSUE DATE: 06/01/1993

MARK: SUTTER HOME FRE
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74225303
REGISTRATION NUMBER: 1736858

FILING DATE: 11/25/1991
ISSUE DATE: 12/01/1992

MARK: SH SUTTER HOME SUTTER HOME WINERY SINCE1
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74433057
REGISTRATION NUMBER: 2018047

FILING DATE: 09/07/1993
ISSUE DATE: 11/19/1996

MARK: TERRA D'ORO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74645887
REGISTRATION NUMBER: 2261268

FILING DATE: 03/08/1995
ISSUE DATE: 07/13/1999

MARK: DELTA RANCH
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74647193
REGISTRATION NUMBER: 2044582

FILING DATE: 03/15/1995
ISSUE DATE: 03/11/1997

MARK: PALM ESTATE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75301921
REGISTRATION NUMBER: 2235191

FILING DATE: 06/02/1997
ISSUE DATE: 03/23/1999

MARK: M. TRINCHERO FOUNDER'S ESTATE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75420330
REGISTRATION NUMBER: 2243883

FILING DATE: 01/20/1998
ISSUE DATE: 05/04/1999

MARK: PORTICO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75575650
REGISTRATION NUMBER: 2318537

FILING DATE: 10/22/1998
ISSUE DATE: 02/15/2000

MARK: SYCAMORE LANE COLLECTION
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74393901
REGISTRATION NUMBER: 1848977

FILING DATE: 05/24/1993
ISSUE DATE: 08/09/1994

MARK: VINLOC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

DOROTHY BASMA, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

06-27-2002

DEC - 2001



Form PTO-11 (Rev. 03/01)

102129827

FORM COVER SHEET TRADEMARKS ONLY

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

Sutter Home Winery, Inc.

12-3-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, 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: October 17, 2001 / October 22, 2001

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 200 B Street, Suite 300

City: Santa Rosa State: CA Zip: 95401

- 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

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

A. Trademark Application No.(s)

75/698,554; 75/894,769; 75/901,739; 76/001,668;

B. Trademark Registration No.(s)

1,853,780; 1,437,476; 1,385,404; 1,740,026;

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michelle D. Kahn

Internal Address:

Street Address: Sheppard Mullin Richter & Hampton LLP

4 Embarcadero Center, 17th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

28

7. Total fee (\$7 CFR 3.41).....\$ 715.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Michelle D. Kahn

Name of Person Signing

Signature

Signature

12/3/01

Date

13

Total number of pages including cover sheet, attachments, and document.

12/19/2001 BYRNE 00000178 75698554

01 FC:481 02 FC:482

40.00 OP 675.00 OP

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

Recordation Form Cover Sheet – Trademarks Only

Continuation of Question 4A: Trademark Application Nos.

76/001,669

76/008,444

76/099,669

76/110,518

76/166,298

76/174,962

76/200,568

76/223,521

76/223,543

76/225,826

76/229,365

Continuation of Question 4B: Trademark Registration Nos.

1,774,736

1,736,858

1,848,977

2,018,047

2,261,268

2,044,582

2,235,191

2,243,883

2,318,537

(415) 774-2953
mkahn@sheppardmullin.com

0794-081526

October 21, 2002

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

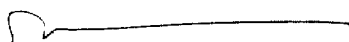
Re: Amendment to Assignment of Security Interest in Trademarks
In the names of:
Assignor: Sutter Home Winery, Inc.
Assignee: Wells Fargo Bank, National Association
Our Ref. No.: 0794-081526

Dear Sir:

Enclosed herewith please find for recordation by your office an Amendment to a recently recorded Trademark Collateral Assignment Agreement (Reel/Frame 002410/0030) together with the Trademark Recordation Form Cover Sheet and the Modification of Trademark Collateral Assignment Agreement. Please also find attached the original recordation sheet and the Notice of Recordation of the Collateral Agreement.

Our check in the amount of \$715.00 is enclosed in payment of the filing fee. Please charge any additional fees or make any credits to Deposit Account No. 501395.

Very truly yours,



Michelle D. Kahn

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Enclosures