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Tab settings

RE



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

102580369

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

1. Name of conveying party(ies):

Rutherford Hill Winery

- ☐ 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: 11/14/03

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- ☐ Individual(s) citizenship
☒ Association National Banking 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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2149499

Additional number(s) attached ☐ Yes ☒ No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address:

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

Date

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

5

11/21/2003 EDOOPER 00000162 2149499

01 FD:9521
02 FD:9522

40.00 UP
120.00 GP

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

TRADEMARK
REEL: 002751 FRAME: 0825

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2003, by and between RUTHERFORD HILL WINERY., a California corporation ("Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, the Grantor, Terlato Wine Group, Ltd., a Delaware corporation, Paterno Imports, Ltd., an Illinois corporation, AW Holdings, LLC, a California limited liability company, Alderbrook Winery, LLC, a California limited liability company, IPC Aviation Inc., a Delaware corporation, Vintrio Corporation, an Illinois corporation and Agent, for the benefit of Lenders, have entered into that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

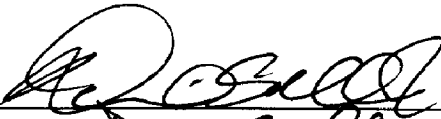
RUTHERFORD HILL WINERY



By: John A. Scribner
Its: Vice President and
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Dan Sullivan
Title: VP

[Signature Page to Rutherford Hill Trademark Security Agreement]

SCHEDULE I

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
RUTHERFORD HILL	Argentina	2171602	26-Aug-1998	1765405	01-Dec-1999
RUTHERFORD HILL	Australia				
RUTHERFORD HILL	Brazil	821105833	25-Sep-1998	821105833	04-Dec-2001
RUTHERFORD HILL	Brazil	821105833	25-Sep-1998	200017187	04-Dec-2001
RUTHERFORD HILL	Brazil	821105833	25-Sep-1998	200017195	04-Dec-2001
RUTHERFORD HILL	Canada	886993	11-Aug-1998	TMA524971	15-Mar-2000
RUTHERFORD HILL	Chile	433625	20-Nov-1998	598399	29-Aug-2001
RUTHERFORD HILL WINERY	China	2001137507	08-Jan-2001	1966168	14-Sep-2002
RUTHERFORD HILL	European Community	901397	10-Aug-1998	901397	23-Dec-1999
RUTHERFORD HILL	France		22-Jun-1990	1607259	22-Jun-1990
RUTHERFORD HILL	Japan	2597639		2597639	30-Nov-1993
RUTHERFORD HILL	Mexico	345594	31-Aug-1998	345594	31-Aug-1998
RUTHERFORD HILL	New Zealand				
RUTHERFORD HILL	Taiwan	90-026084	27-Jun-2001	1005834	01-Jul-2002
RUTHERFORD HILL	United States of America	299025	28-May-1997	2149499	07-Apr-1998
RUTHERFORD HILL	Venezuela	1998015354	18-Aug-1998	P-227008	07-Jul-2000

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RECORDED: 11/21/2003

TRADEMARK
REEL: 002751 FRAME: 0829