

11-21-03

11-24-2003

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



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

Tab settings

102580370

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

1. Name of conveying party(ies):
 Paterno Imports, Ltd.

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/14/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See continuation of Item 4 attached hereto.
 B. Trademark Registration No.(s) See continuation of Item 4 attached hereto.

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See continuation of Item 4 attached hereto.

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: 14

7. Total fee (37 CFR 3.41).....\$ 365.00
 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

11/19/03
 Date

11/21/2003 EDOOPER 00000161 76438383
 01 FC:8521 40.00 OP
 02 FC:8522 325.00 OP
 03 FC:8523 120.00 OP

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
 REEL: 002752 FRAME: 0651

CONTINUATION OF ITEM 4

Application Number	Registration Number
76/438383	2192482
76/228737	2051400
76/436747	2237324
	359580
	1142087
	2164068
	1220238
	2603771
	1977708
	2044631
	1720583

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2003, by and between PATERNO IMPORTS, LTD., an Illinois 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, Rutherford Hill Winery, a California 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

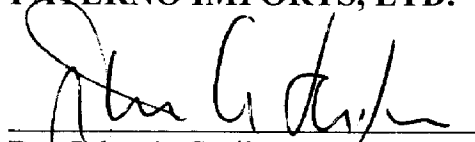
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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


PATERNO IMPORTS, LTD.



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 Paterno Trademark Security Agreement]

SCHEDULE I

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
CANDLEBARK	United States of America	76/228737	22-Mar-2001		
CHIANTI MAZZONI	Italy			604343	27-Oct-1990
CHIANTI MAZZONI	Italy			604344	05-Oct-1990
EMPEROR'S FOUNTAIN	United States of America	691318	19-Jun-1995	2192482	29-Sep-1998
ENTRE NOUS	United States of America	74/670236	05-May-1995	2051400	08-Apr-1997
EPISODE	United States of America	220052	02-Jan-1997	2237324	06-Apr-1999
ETTORE FIERAMOSCA	United States of America	405056	09-Apr-1938	359580	23-Aug-1938
GRAF JOHANN VON BLESIIUS	United States of America			1142087	02-Dec-1980
HUNTER ASHBY	United States of America	304675	06-Jun-1997	2164068	09-Jun-1998
MAZZONI	United States of America	73/212610	23-Apr-1979	1220238	14-Dec-1982
PATERNO IMPORTS	United States of America	76/132417	20-Sep-2000	2603771	06-Aug-2002
PATERNO IMPORTS	United States of America	74/576700	22-Sep-1994	1977708	04-Jun-1996
PATERNO WINES INTERNATIONAL	United States of America	76/436747	02-Aug-2002		
TANGLEY OAKS	United States of America	654773	30-Mar-1995	2044631	11-Mar-1997
ULTIMUS	United States of America	76/438383	07-Aug-2002		
VINA DEL MAR (STYLIZED)	United States of America	74/153152	01-Apr-1991	1720583	29-Sep-1992

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RECORDED: 11/21/2003

**TRADEMARK
REEL: 002752 FRAME: 0656**