01/09/2004
700060044

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
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):
The Wine Group LLC

☐ 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: JPMorgan Chase Bank, as Collateral Agent
Internal Address:
Street Address: P.O. Box 2558
City: Houston State: TX Zip: 77252-2558

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State NY Banking Corp
☐ 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: September 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached.
B. Trademark Registration No.(s) See attached.
Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey M. Epstein, Esq.
Internal Address: Kaye Scholer LLP
Street Address: 425 Park Avenue
City: New York State: NY Zip: 10022-3598

6. Total number of applications and registrations involved: 87

7. Total fee (37 CFR 3.41).....$ ~~2,375.00~~ 2,190.00
☐ Enclosed
☑ Authorized to be charged to deposit account

8. Deposit account number:
Please charge PTO deposit acct #08-2792.
HOWARD, RICE

DO NOT USE THIS SPACE

9. Signature.
Julie Barley
Name of Person Signing
Julie Barley
Signature
January 9, 2004
Date

Total number of pages including cover sheet, attachments, and document: 14

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

700060802

Conveyor: The Wine Group LLC
Secured Party: JP Morgan Chase Bank
Conveyance: Security Agreement

ATTACHMENT TO RECORDATION FORM COVER SHEET

Trademark Applications

75/933023	SONGBIRD	**78/078447**	ALTURA
76/239716	CLOUD CHASER	**78/097992**	NORTH BRIDGE
76/314016	CHATEAU NEAUDEAUZ	**78/151545**	EVERYONE FEELS WELCOME. .
76/320345	SMARTCORK	**78/157022**	BELLA SIGURA
76/350187	MISTRANE	**78/179802**	FINESSE
76/378020	WINE FOR A VERTICAL WORLD	**78/230475**	TERESA FRANZIA
76/378021	7/52	**78/230491**	TERESA AND GIUSEPPE FRANZIA
76/428966	PASCO ORION	**78/233222**	BLING BLING
76/428967	SAN VITTO FRIULI – ITALY & Design	**78/233228**	OWEN'S CREEK
76/428968	CASARSA	**78/239255**	DONA TERESA
76/428969	MORASSUTTI	**78/267702**	MIGRATE FROM THE ORDINARY
76/442996	STAMP MAKER'S	**78/275243**	SPIKED MELON
76/448224	VINERGY & Design	**78/277998**	GESTALT
76/468021	BELLA FIGURA	**78/282772**	HARMONIZE
76/523679	LYNN FISCHER	**78/282784**	WINE FOR THE SENSES
76/532489	SUPER6 VALUE PACK	**78/284965**	END NOTES

ATTACHMENT TO RECORDATION FORM COVER SHEET (Continued – Page 2)

Trademark Registrations

502,885	TRIBUNO	1,874,109	MAD DOG
513,080	BRAVO (Stylized)	1,913,670	M.G. VALLEJO
542,120	PETRI (Stylized)	2,065,366	ISLAND COLONY
558,784	MOGEN DAVID (Stylized)	2,106,321	AUTUMN ZINFANDEL
643,976	MD	2,116,812	SMART TAP
657,852	G & D (Stylized)	2,118,370	SMART TAP
702,680	PARMA	2,158,801	CONCANNON SELECTED VNYD & Des.
817,501	RHINE SKELLER (Stylized)	2,284,607	DESIGN (of small bottle)
876,689	MD 20 20 (Stylized)	2,287,687	FOXHORN
1,010,030	SUMMIT	2,292,035	DESIGN (of large bottle)
1,026,940	FRANZIA BROTHERS (Stylized)	2,356,527	BRISA DEL MAR
1,031,662	YOSEMITE ROAD	2,358,696	LYRICA
1,062,418	LIGHTNING CREEK	2,360,001	CONCANNON
1,096,225	GAMBARELLI & DAVITTO (Stylized)	2,440,757	ALMONDAGE
1,124,208	CONCANNON (Stylized)	2,444,374	MGV
1,156,002	WINE TAP	2,466,199	SILVERBIRCH
1,260,618	GLEN ELLEN (Stylized)	2,493,806	OAKLEAF
1,313,767	NORTH COAST CELLARS	2,499,539	CRYSTA
1,337,074	NORTH MOUNTAIN	2,504,163	RHINEFLUR
1,364,823	CORBETT CANYON	2,525,687	VISTA POINT
1,400,603	FRANZIA	2,607,744	CRÊME DE LA CREME
1,456,760	CALIFORNIA COLONY (Stylized)	2,623,056	GLEN ELLEN & Design
1,458,869	M.G. VALLEJO	2,678,174	VINERGY
1,558,361	GLEN ELLEN	2,717,473	LET THE END OF YOUR DAY BEGIN
1,662,695	ASSEMBLAGE	2,722,225	AUSTIN VALE
1,684,615	COASTAL CLASSIC	2,746,816	IRON BARTENDER
1,793,811	GLEN ELLEN (Stylized)	2,754,175	LET GENEROSITY PREVAIL
1,853,263	WINTERCHILL		

WD 010804/1-438135/1123208/v1

Recordation Form Cover Sheet

Trademark Security Agreement – Blank Page

The attached Recordation Form Cover Sheet is to record a Grant of Trademark Security Interest:

Conveying Party: The Wine Group LLC

Receiving Party: JPMorgan Chase Bank, as Collateral Agent

/1-438135/1124651/v1

GRANT OF TRADEMARK 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 Trademark Collateral (as defined below); and

WHEREAS, The Wine Group, Inc., a California corporation (the "**Manager**") and The Wine Group LLC, a Delaware limited liability company (the "**Company**," and together with the Manager, 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, by and among Co-Issuers, Lenders (as defined below), and Wells Fargo Bank, National Association, as the administrative agent, as amended by that certain Amendment Agreement No. 1, dated as of September 30, 2003, by and among the Co-Issuers and JPMorgan Chase Bank, as the successor administrative agent (in such capacity, the "**Successor 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 (said Collateral Agency and Intercreditor Agreement , as it may hereafter be amended, supplemented or otherwise modified from time to time, being 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 (said Security Agreement, as may hereafter be amended, supplemented or otherwise modified from time to time, collectively being 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 JPMorgan Chase Bank as the successor Collateral Agent to Wells Fargo Bank, National Association, 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 Trademark 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 (each of which as may be amended, supplemented or otherwise modified from time to time), 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 "**Trademark 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 United States trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark 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 Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark 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 Trademark 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 (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark 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 Trademark 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, and, to the extent that the terms and provisions of this Grant of Trademark Security Interest are inconsistent with the Note Purchase Agreement, the Credit Agreement or Security Agreement, the terms and provisions of the Note Purchase Agreement, the Credit Agreement or Security Agreement, whichever is applicable, shall control.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of September, 2003.

THE WINE GROUP LLC

By: The Wine Group, Inc.
Title: Manager

By _____
Name: James Parec
Title CFO

GRANT OF TRADEMARK SECURITY INTEREST

SCHEDULE A

U.S. AND FOREIGN TRADEMARKS

TERRITORY	MARK	APPLICATION OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	CURRENT RECORD TITLE OWNER
Australia	M.G. VALLEJO	Reg. # 552576	3/22/91	Diageo North America, Inc.
Austria	GLEN ELLEN	Reg. # 137375	8/31/01	Diageo North America, Inc.
Austria	M.G. VALLEJO	Reg. # 138370	10/31/01	Diageo North America, Inc.
Benelux	GLEN ELLEN	Reg. # 469803	7/13/89	The Wine Group LLC.
Benelux	M.G. VALLEJO	Reg. # 497826	3/21/01	The Wine Group LLC.
Brazil	GLEN ELLEN	App. # 823576450	9/4/01	The Wine Group LLC.
Brazil	GLEN ELLEN	App. # 822139685	4/10/00	The Wine Group LLC.
Brazil	GLEN ELLEN Label	App. # 823576434	9/4/01	The Wine Group LLC.
California	WINE TAP	Reg. # 59080	2/1/1989	The Wine Group LLC.
California	YOSEMITE ROAD (Stylized)	Reg. # 53175	5/20/1975	The Wine Group LLC.
Canada	AUSTIN VALE	Reg. # 1115094	9/7/2001	Franzia Winery, LLC.
Canada	CONCANNON	App. #1,117,225	10/2/2001	Tesla Vineyards L.P.
Canada	CORBETT CANYON	Reg. # 420326	12/3/1993	Franzia Winery, LLC.
Canada	FOXHORN	Reg. # 561980	5/14/2002	Franzia Winery, LLC.
Canada	FRANZIA	Reg. # 358864	7/28/1989	Franzia Winery, LLC.
Canada	GLEN ELLEN	Reg. # TMA406955	1/15/93	The Wine Group LLC.
Canada	GLEN ELLEN (Stylized)	App. # 1116454	9/28/01	The Wine Group LLC.
Canada	GLEN ELLEN Label	App. # 576960	3/4/03	The Wine Group LLC.
Canada	GRAY FOX	App. #1,159,593	11/20/2002	Franzia Winery, LLC.
Canada	M.G. VALLEJO	Reg. # 372393	8/24/90	The Wine Group LLC.
Canada	MD 20/20 (and Design)	Reg. # 447450	9/8/1995	Franzia Winery, LLC.
Canada	MISTRANE	Reg. # 1128814	1/23/2002	The Wine Group LLC.
Canada	MOGEN DAVID	Reg. # 141387	8/20/1980	Franzia Winery, LLC.
China P.R.	CORBETT CANYON	Reg. # 1651479	10/14/2001	Franzia Winery, LLC.
China P.R.	FRANZIA	App. #3,305,396	9/12/2002	The Wine Group LLC
China P.R.	FRANZIA (w/ Chinese)	App. #3,305,397	9/12/2002	The Wine Group LLC
China P.R.	GLEN ELLEN	Reg. # 1167586	4/14/98	Franzia Winery, LLC.
China P.R.	GLEN ELLEN Label	Reg. # 1189237	7/7/98	Franzia Winery, LLC.
China P.R.	MD 20/20 (and Design)	App. # 2000205491	12/28/2000	Franzia Winery, LLC.
China P.R.	MOGEN DAVID	Reg. # 1651481	10/14/2001	Franzia Winery, LLC.
Cuba	GLEN ELLEN	Reg. #128418	3/29/00	Diageo North America, Inc.
Cyprus	MAD DOG	Reg. # 40180	4/24/1994	Mogen David Wine Corporation
Cyprus	MAD DOG 20/20	Reg. # 40846	9/2/1994	Mogen David Wine Corporation
Denmark	GLEN ELLEN	Reg. # VR 01252 1992	3/13/92	The Wine Group LLC.
Denmark	M.G. VALLEJO	Reg. # VR 06079 1992	7/10/92	The Wine Group LLC.
European Community	AUSTIN VALE	App. # 2365088	9/5/2001	Franzia Winery, LLC.
European Community	CORBETT CANYON	App. # 2333706	8/8/2001	Franzia Winery, LLC.
European Community	FOXHORN	Reg. # 966077	2/29/2000	Franzia Winery, LLC.

TERRITORY	MARK	APPLICATION OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	CURRENT RECORD TITLE OWNER
European Community	GLEN ELLEN	Reg. # 2343697	8/17/01	The Wine Group LLC.
European Community	GLEN ELLEN (Stylized)	App. # 2343747	8/17/01	The Wine Group LLC.
European Community	GLEN ELLEN Label	Reg. # 000292862	9/30/96	The Wine Group LLC.
European Community	GLEN ELLEN Label	Reg. # 001736438	6/27/00	The Wine Group LLC.
European Community	GRAY FOX	App. # 2763845	7/2/2002	Franzia Winery, LLC.
European Community	LYRICA	App. # 2524478	1/4/2002	Franzia Winery, LLC.
European Community	MISTRANE	App. # 2541092	1/18/2002	Franzia Winery, LLC.
European Community	OAKLEAF	Reg. # 2073666	3/13/2002	Franzia Winery, LLC.
European Community	SILVER BIRCH	App. # 2074722	2/7/2001	Franzia Winery, LLC.
European Community	SMART TAP	App. # 2276145	6/20/2001	Franzia Winery, LLC.
European Community	SONGBIRD	Reg. # 2073732	3/13/2002	Franzia Winery, LLC.
European Community	SONGBIRD	App. # 2073732	2/7/2001	Franzia Winery, LLC.
European Community	VINERGY & Ring Design	App. #2,876,225	10/4/2002	Franzia Winery, L.L.C.
European Community	VISTA POINT	App. # 2074706	2/7/2001	Franzia Winery, LLC.
European Community	WINE FOR A VERTICAL WORLD	App. #2,836,187	9/2/2002	Franzia Winery, LLC.
European Community	YOSEMITE ROAD	Reg. # 2073682	3/13/2002	Franzia Winery, LLC.
Finland	GLEN ELLEN	Reg. # 113609	9/5/91	Franzia Winery, LLC.
France	GLEN ELLEN (Stylized)	Reg. # 1509055	1/16/89	Franzia Winery, LLC.
France	M.G. VALLEJO	Reg. # 1509054	1/16/89	Franzia Winery, LLC.
Germany	CORBETT CANYON	Reg. # 39756355	11/25/1997	Franzia Winery, LLC.
Germany	FRANZIA	App. #303,070,528	1/30/2002	The Wine Group LLC
Germany	GLEN ELLEN	Reg. # 1156926	7/21/89	Franzia Winery, LLC.
Germany	M.G. VALLEJO	Reg. # 2010777	3/9/92	Franzia Winery, LLC.
Greece	GLEN ELLEN	Reg. # 98845	5/2/90	The Wine Group LLC.
Hong Kong	CONCANNON	Reg. #09417	12/28/99	Tesla Vineyards L.P. dba Concannon Vineyards
Hong Kong	GLEN ELLEN	Reg. # 5944/89	7/27/89	Franzia Winery, LLC.
Hong Kong	GLEN ELLEN Label	App. #932A-B/2003	5/4/00	Franzia Winery, LLC.
Hong Kong	M.G. VALLEJO	Reg. # B4274/91	9/22/90	Franzia Winery, LLC.
India	CORBETT CANYON	App. # 981,496	1/4/2001	Franzia Winery, LLC.
India	FOXHORN	App. # 981,495	1/4/2001	Franzia Winery, LLC.
India	FRANZIA	App. # 981,497	1/4/2001	Franzia Winery, LLC.
India	MOGEN DAVID	App. # 995,654	3/9/2001	Franzia Winery, LLC.
Ireland	GLEN ELLEN	Reg. # 136888	5/8/87	The Wine Group LLC.
Italy	GLEN ELLEN	Reg. # 600204	6/1/90	Diageo North America, Inc.
Jamaica	GLEN ELLEN	Reg. # 824285	7/31/89	Franzia Winery, LLC.

TERRITORY	MARK	APPLICATION OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	CURRENT RECORD TITLE OWNER
Japan	AUSTIN VALE	App. # 2001-80420	9/5/2001	Franzia Winery, LLC.
Japan	CONCANNON	Reg. #4,428,290	10/27/2000	Tesla Vineyards L.P. dba Concannon Vineyards
Japan	CORBETT CANYON	App. # 2000-63200	6/8/2000	Franzia Winery, LLC.
Japan	CORBETT CANYON with Katakana	Reg. # 4,317,297	9/24/1999	Franzia Winery, LLC.
Japan	FRANZIA	Reg. # 4,528,701	12/14/2001	Franzia Winery, LLC.
Japan	GLEN ELLEN	Reg. # 4611674	10/11/02	The Wine Group LLC.
Japan	GLEN ELLEN Label	App. # 4611675	10/11/02	Franzia Winery, LLC.
Japan	GLEN ELLEN Label (Series of 4)	Reg. # 4538565	1/25/02	Franzia Winery, LLC.
Japan	GLEN ELLEN Label (Series of 4)	Reg. # 2401680	4/3/92	Diageo North America, Inc.
Japan	GRAY FOX	App. #2002-100266	11/27/2002	Franzia Winery, L.L.C.
Japan	M.G. VALLEJO	Reg. # 2357234	9/29/91	The Wine Group LLC.
Japan	MAD DOG	Reg. # 3273001	3/12/1997	Franzia Winery, LLC.
Japan	MAD DOG 20/20	Reg. # 3273002	3/12/1997	Franzia Winery, LLC.
Japan	TRIBUNO	App. # 2002-23078	3/25/2002	Franzia Winery, LLC.
Japan	VINERGY & Ring Design	Reg. #4,677,039	5/30/2003	The Wine Group LLC
Japan	WINE FOR A VERTICAL WORLD	Reg. #4,695,059	7/25/2003	Franzia Winery LLC
Korea, North	GLEN ELLEN	App. # 23831	10/18/01	Diageo North America, Inc.
Korea, North	GLEN ELLEN Label	App. # 23832	10/18/01	Diageo North America, Inc.
Korea, Republic of	CORBETT CANYON	Reg. # 501233	9/13/2001	Franzia Winery, LLC.
Korea, Republic of	FRANZIA	Reg. # 501,323	9/13/2001	Franzia Winery, LLC.
Korea, Republic of	M.G. VALLEJO	Reg. # 224235	10/18/91	Diageo North America, Inc.
Malaysia	GLEN ELLEN	Reg. # 90/03167	5/18/90	Franzia Winery, LLC.
Mexico	CORBETT CANYON	App. # 486885	5/23/2001	Franzia Winery, LLC.
Mexico	FRANZIA	App. # 399071	7/24/2000	Franzia Winery, LLC.
Mexico	M.G. VALLEJO	Reg. # 383075	9/10/90	Diageo North America, Inc.
Mexico	MAD DOG	Reg. # 489202	11/3/1994	Franzia Winery, LLC.
Mexico	MD 20/20 (and Design)	Reg. # 489203	11/3/1994	Franzia Winery, LLC.
Nigeria	GLEN ELLEN	Reg. # 50553	3/13/90	Franzia Winery, LLC.
Norway	GLEN ELLEN	Reg. # 143007	10/4/90	Franzia Winery, LLC.
Norway	GLEN ELLEN Label	Reg. # 213978	10/4/90	Franzia Winery, LLC.
Panama	GLEN ELLEN	App. # 117859	10/26/01	Diageo North America, Inc.
Panama	GLEN ELLEN Label	App. # 117858	10/26/01	Diageo North America, Inc.
Philippines	CORBETT CANYON	App. # 4200100138	1/9/2001	Franzia Winery, LLC.
Philippines	FRANZIA	App. # 4200100137	1/9/2001	Franzia Winery, LLC.
Philippines	GLEN ELLEN	App. # 420010006237	8/23/01	Diageo North America, Inc.
Philippines	GLEN ELLEN Label	App. # 420010006239	8/23/01	Diageo North America, Inc.
Portugal	GLEN ELLEN	Reg. # 264595	9/22/92	The Wine Group LLC.
Singapore	GLEN ELLEN	App. # T01131181	9/7/96	The Wine Group LLC.
Singapore	GLEN ELLEN	Reg. # T89/05904G	9/7/96	The Wine Group LLC.
Singapore	GLEN ELLEN Label (Series of 4)	Reg. # T00/06854H	4/25/00	The Wine Group LLC.
Spain	GLEN ELLEN	Reg. # 1569052	5/22/90	The Wine Group LLC.
Sweden	FRANZIA	Reg. #361,301	5/23/2003	Franzia Winery, L.L.C.
Sweden	GLEN ELLEN	Reg. # 225645	8/9/01	Franzia Winery, LLC.
Switzerland	AUSTIN VALE	Reg. # 495554	9/24/2001	Franzia Winery, LLC.

TERRITORY	MARK	APPLICATION OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	CURRENT RECORD TITLE OWNER
Switzerland	CONCANNON	Reg. #473,327	12/14/1999	Tesla Vineyards L.P. dba Concannon Vineyards
Switzerland	CORBETT CANYON	Reg. # 459553	10/7/1998	Franzia Winery, LLC.
Switzerland	FOXHORN	Reg. # 476572	4/5/2000	Franzia Winery, LLC.
Switzerland	FRANZIA	App. # 944/2002	1/30/2002	Franzia Winery, LLC.
Switzerland	GLEN ELLEN	Reg. # 375134	3/14/90	Franzia Winery, LLC.
Switzerland	M.G. VALLEJO	Reg. # 373655	11/7/89	Franzia Winery, LLC.
Switzerland	MISTRANE	App. # 536/2002	1/22/2002	Franzia Winery, LLC.
Taiwan	GLEN ELLEN	Reg. # 503472	10/31/00	Diageo North America, Inc.
Taiwan	GLEN ELLEN Label	Reg. # 968931	10/31/00	Diageo North America, Inc.
Taiwan	M.G. VALLEJO	Reg. # 991688	3/16/02	Diageo North America, Inc.
Taiwan	MAD DOG	Reg. # 679,739	5/16/1995	Franzia Winery, LLC.
Thailand	GLEN ELLEN	Reg. # 154999	4/3/91	Franzia Winery, LLC.
Thailand	GLEN ELLEN Label	App. # 471569	11/9/01	Franzia Winery, LLC.
Thailand	M.G. VALLEJO	Reg. # 155714	4/4/91	Franzia Winery, LLC.
Thailand	MAD DOG 20/20	Reg. # TM32501	6/17/1994	Franzia Winery, LLC.
United Kingdom	CORBETT CANYON	Reg. # 1502928	6/10/1992	Franzia Winery, LLC.
United Kingdom	CORBETT CANYON MD 20/20	Reg. # B1502975	6/10/1992	Franzia Winery, LLC.
United Kingdom	FRANZIA	Reg. # 1203709	9/20/1983	Franzia Winery, LLC.
United Kingdom	WINE TAP	Reg. # 1547967	9/16/1993	Franzia Winery, LLC.
United States	ALMONDAGE	Reg. # 2440757	4/3/2001	The Wine Group LLC.
United States	ASSEMBLAGE	Reg. # 1662695	10/29/91	The Wine Group LLC.
United States	AUSTIN VALE	Reg. # 2722225	6/3/03	The Wine Group LLC.
United States	AUTUMN ZINFANDEL	Reg. # 2106321	10/21/1997	The Wine Group LLC.
United States	BRAVO (Stylized)	Reg. # 513,080	8/2/1949	The Wine Group LLC.
United States	BRISA DEL MAR	Reg. # 2356527	6/13/2000	The Wine Group LLC.
United States	CALIFORNIA COLONY (Stylized)	Reg. # 1456760	9/8/1987	The Wine Group LLC.
United States	COASTAL CLASSIC	Reg. # 1684615	4/28/1992	The Wine Group LLC.
United States	CONCANNON	Reg. # 2360001	6/20/00	The Wine Group LLC.
United States	CONCANNON (Stylized)	Reg. # 1124208	8/14/79	The Wine Group LLC.
United States	CONCANNON SELECTED VINEYARD & Design	Reg. # 2158801	5/19/98	The Wine Group LLC.
United States	CORBETT CANYON	Reg. # 1364823	10/8/1985	The Wine Group LLC.
United States	CRÈME DE LA CRÈME	Reg. # 2607744	8/13/02	The Wine Group LLC.
United States	CRYSTA	Reg. # 2499539	10/23/2001	The Wine Group LLC.
United States	Design (Bottle)	Reg. # 2284607	10/12/1999	The Wine Group LLC.
United States	Design (Bottle)	Reg. # 2292035	11/16/1999	The Wine Group LLC.
United States	FOXHORN	Reg. # 2287687	10/19/1999	The Wine Group LLC.
United States	FRANZIA	Reg. # 1400603	7/8/1986	The Wine Group LLC.
United States	FRANZIA BROTHERS	Reg. # 1026940	12/9/1975	The Wine Group LLC.
United States	G & D (Stylized)	Reg. # 657852	1/28/1958	The Wine Group LLC.
United States	GAMBARELLI & DAVITTO (Stylized)	Reg. # 1096225	7/11/1978	The Wine Group LLC.
United States	GLEN ELLEN	Reg. # 1558361	9/26/89	The Wine Group LLC.
United States	GLEN ELLEN (Stylized)	Reg. # 1793811	9/21/93	The Wine Group LLC.

TERRITORY	MARK	APPLICATION OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	CURRENT RECORD TITLE OWNER
United States	GLEN ELLEN (Stylized)	Reg. # 1260618	12/6/83	The Wine Group LLC.
United States	GLEN ELLEN Label	Reg. # 2623056	9/24/02	The Wine Group LLC.
United States	ISLAND COLONY	Reg. # 2065366	5/27/1997	The Wine Group LLC
United States	IRON BARTENDER	Reg. #2,746,816	8/5/2003	The Wine Group LLC
United States	LET GENEROSITY PREVAIL	Reg. #2754175	8/19/03	The Wine Group LLC.
United States	LET THE END OF YOUR DAY BEGIN	Reg. #2717473	5/20/2003	The Wine Group LLC
United States	LIGHTNING CREEK	Reg. # 1062418	4/15/1997	The Wine Group LLC.
United States	LYRICA	Reg. # 2358696	6/13/2000	The Wine Group LLC.
United States	M.G. VALLEJO	Reg. # 1458869	9/22/97	The Wine Group LLC.
United States	M.G. VALLEJO	Reg. # 1913670	8/22/95	The Wine Group LLC.
United States	MAD DOG	Reg. # 1874109	1/17/1995	The Wine Group LLC.
United States	MD	Reg. # 643976	4/9/1957	The Wine Group LLC.
United States	MD 20 20 (Stylized)	Reg. # 876689	9/9/1969	The Wine Group LLC.
United States	MGV	Reg. # 2444374	4/17/01	The Wine Group LLC.
United States	MOGEN DAVID (Stylized)	Reg. # 558784	5/13/1952	The Wine Group LLC.
United States	NORTH COAST CELLARS	Reg. # 1313767	1/8/1985	The Wine Group LLC.
United States	NORTH MOUNTAIN	Reg. # 1337074	5/21/1985	The Wine Group LLC.
United States	OAKLEAF	Reg. # 2493806	10/2/2001	The Wine Group LLC.
United States	PARMA	Reg. # 702680	8/9/1960	The Wine Group LLC.
United States	PETRI (Stylized)	Reg. # 542120	5/8/1951	The Wine Group LLC.
United States	RHINE SKELLER (Stylized)	Reg. # 817501	10/25/1966	The Wine Group LLC.
United States	RHINEFLUR	Reg. # 2504163	11/6/2001	The Wine Group LLC.
United States	SILVERBIRCH	Reg. # 2466199	7/3/2001	The Wine Group LLC.
United States	SMART TAP	Reg. # 2116812	11/25/1997	The Wine Group LLC.
United States	SMART TAP	Reg. # 2118370	12/2/1997	The Wine Group LLC.
United States	SUMMIT	Reg. # 1010030	5/6/1975	The Wine Group LLC.
United States	TRIBUNO	Reg. # 502885	10/12/1948	The Wine Group LLC.
United States	VINERGY	Reg. #2,678,174	1/21/2003	The Wine Group LLC
United States	VISTA POINT	Reg. # 2525687	1/1/2002	The Wine Group LLC.
United States	WINE TAP	Reg. # 1156002	5/26/1981	The Wine Group LLC.
United States	WINTERCHILL	Reg. # 1853263	9/6/1994	The Wine Group LLC.
United States	YOSEMITE ROAD	Reg. # 1031662	5/14/1976	The Wine Group LLC.

U.S. USE AND INTENT TO USE BASED APPLICATIONS

TERRITORY	MARK	APPLICATION NO.	APPLICATION DATE	CURRENT RECORD TITLE OWNER
United States	ALTURA	App. # 78/078447	8/9/2001	The Wine Group LLC.
United States	BELLA FIGURA	App. #76/468021	11/12/02	The Wine Group LLC
United States	BELLA SIGURA	App. #78/157022	8/22/2002	The Wine Group LLC
United States	BLING BLING	App. #78/233222	4/2/2003	The Wine Group LLC
United States	CASARSA	App. #76/428968	7/9/02	The Wine Group LLC
United States	CHATEAU NEAUDEAUZ	App. # 76/314016	9/10/2001	The Wine Group LLC.
United States	CLOUD CHASER	App. # 76/239716	4/12/2001	The Wine Group LLC.
United States	DONA TERESA	App. #78/239255	4/17/03	The Wine Group LLC
United States	END NOTES	App. #78/284965	8/8/2003	The Wine Group LLC
United States	EVERYONE FEELS WELCOME WHEN...	App. #78/151545	8/6/2002	The Wine Group LLC
United States	FINESSE	App. #78/179802	10/29/2002	The Wine Group LLC
United States	GESTALT	App. #78/277998	7/23/03	The Wine Group LLC
United States	HARMONIZE	App. #78/282772	8/7/2003	The Wine Group LLC
United States	LYNN FISCHER	App. #76/523679	6/19/03	The Wine Group LLC
United States	MIGRATE FROM THE ORDINARY	App. #78/267702	6/26/2003	The Wine Group LLC
United States	MISTRANÉ	App. # 76/350187	12/18/2001	The Wine Group LLC.
United States	MORASSUTTI	App. #76/428969	7/9/02	The Wine Group LLC
United States	NORTH BRIDGE	App. # 78/097992	12/10/2001	The Wine Group LLC.
United States	OWEN'S CREEK	App. #78/233228	4/2/2003	The Wine Group LLC
United Stated	PASCO GRION	App. #76/428966	7/9/02	The Wine Group LLC
United States	SAN VITTO FRIULI – ITALY & design	App. #76/428967	7/9/02/02	The Wine Group LLC
United States	7/52	App. #76/378021	3/4/2002	The Wine Group LLC
United States	SMARTCORK	App. # 76/320345	10/1/2001	The Wine Group LLC.
United States	SONGBIRD	App. # 75//933023	3/2/2000	The Wine Group LLC.
United States	SPIKED MELON	App. #78/275243	7/16/2003	The Wine Group LLC
United States	STAMP MAKER'S	App. #76/442996	8/21/02	The Wine Group LLC
United States	Super6 Value Pack	App. #76/532489	7/25/2003	The Wine Group LLC
United States	TERESA AND GIUSEPPE FRANZIA	App. #78/230491	3/26/03	The Wine Group LLC
United States	TERESA FRANZIA	App. #78/230475	3/26/03	The Wine Group LLC
United States	VINERGY & Ring Design	App. #76/448224	9/4/2002	The Wine Group LLC
United States	WINE FOR A VERTICAL WORLD	App. # 76/378020	3/4/2002	The Wine Group LLC.
United States	WINE FOR THE SENSES	App. #78/282784	8/4/2003	The Wine Group LLC

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