

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Chalone Wine Group, Ltd		05/11/2004	CORPORATION: CALIFORNIA
Canoe Ridge Vineyard, L.L.C.		05/11/2004	Limited Liability Company: WASHINGTON
SHW Equity Co.		05/11/2004	CORPORATION: WASHINGTON
Staton Hills Winery Company Limited		05/11/2004	CORPORATION: WASHINGTON
Canoe Ridge Winery, Inc.		05/11/2004	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Cooperative Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International," New York Branch
<b>Street Address:</b>	Attn: Legal Department, 245 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Bank: NEW YORK

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2806703	PATRON OF THE WINE ARTS
Registration Number:	2791995	BEYOND MERLOT
Registration Number:	2717883	ARCHSTONE
Serial Number:	78179023	OROGENY VINEYARDS
Serial Number:	78268640	COMADRE
Serial Number:	78247473	CANOE RIDGE VINEYARD
Serial Number:	78222152	HEWITT
Serial Number:	78151067	WINES FOR WILDLIFE
Serial Number:	76402125	COPA DE LUNA

CH \$240.00 2806703

CORRESPONDENCE DATA

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415 268 6378  
Email: rlal@mofo.com  
Correspondent Name: Allison K. Arnell  
Address Line 1: Morrison & Foerster LLP, 425 Market St.  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	55681-5
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NAME OF SUBMITTER:	Allison K. Arnell/ Ritasha Lal
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Total Attachments: 5  
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AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of May 11, 2004, is executed by The Chalone Wine Group, Ltd., a California corporation (the "Borrower"), Canoe Ridge Vineyard, L.L.C., a Washington limited liability company, SHW Equity Co., a Washington corporation, and Staton Hills Winery Company Limited, a Washington corporation, Canoe Ridge Winery, Inc., a Washington corporation (each a "Grantor" and together with the Borrower, the "Grantors") and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch ("Rabobank"), as collateral agent for the Agent, the Lenders and the Noteholders referred to below (in such capacity, the "Collateral Agent").

RECITALS

WHEREAS, the Grantors and the Collateral Agent entered into a certain Security Agreement, dated as of April 19, 2002 (as amended and restated as of May 11, 2004, the "Security Agreement") pursuant to which each Grantor granted a security interest in substantially all of its personal property in favor of the Collateral Agent, for itself and for the benefit of the Agent, the Lenders and the Noteholders (each as defined therein); and

WHEREAS, in connection with the Security Agreement the Grantors and the Collateral Agent entered into a certain Patent and Trademark Security Agreement dated as of April 19, 2002 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, each Grantor granted to the Collateral Agent, for itself and for the ratable benefit of the Lenders and the Noteholders, a security interest in certain "Collateral," including certain patents and trademarks; and

WHEREAS, the Grantors and the Collateral Agent wish to amend the Agreement to include certain additional trademarks.

NOW, THEREFORE, the Grantors and the Collateral Agent agree as follows:

1. Capitalized terms used but not defined in this Amendment (including in the Recitals) shall have the meanings set forth in the Agreement.
2. The Agreement is amended by supplementing the list of trademarks and trademark registrations appended to the Agreement by adding the additional trademarks and trademark registrations set forth in Schedule A hereto.
3. The Collateral Agent may record this Amendment with the PTO, at the expense of the Grantors.
4. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

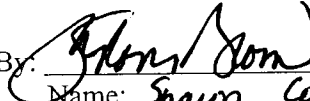
5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

*[signature pages follow]*

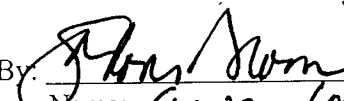
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

THE GRANTORS

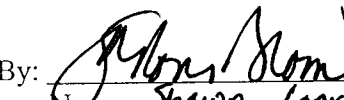
THE CHALONE WINE GROUP, LTD.

By:   
Name: Shawn Conroy Blom  
Title: VP and CFO

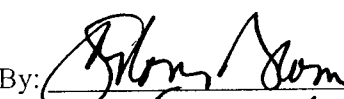
CANOE RIDGE VINEYARD, L.L.C.

By:   
Name: Shawn Conroy Blom  
Title: VP and CFO

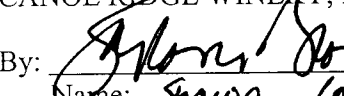
SHW EQUITY CO.

By:   
Name: Shawn Conroy Blom  
Title: VP and CFO

STATON HILLS WINERY COMPANY  
LIMITED

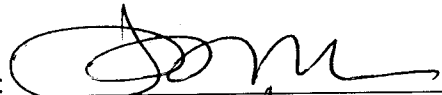
By:   
Name: Shawn Conroy Blom  
Title: VP and CFO

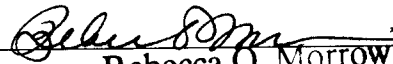
CANOE RIDGE WINERY, INC.

By:   
Name: Shawn Conroy Blom  
Title: VP and CFO

THE COLLATERAL AGENT

COOPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK INTERNATIONAL", NEW  
YORK BRANCH

By:   
Name: John J. McHugh  
Title: Executive Director

By:   
Name: Rebecca O. Morrow  
Title: Executive Director

SCHEDULE A  
to the Amendment to Patent and Trademark Security Agreement

**THE CHALONE WINE GROUP, LTD.**

**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
PATRON OF THE WINE ARTS	January 20, 2004	2,806,703
BEYOND MERLOT	December 9, 2003	2,791,995
ARCHSTONE	May 20, 2003	2,717,883

**PENDING TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
OROGENY VINEYARDS	October 28, 2002	78/179,023
COMADRE	June 30, 2003	78/268,640
CANOE RIDGE VINEYARD (DESIGN)	May 8, 2003	78/247,473
HEWITT	March 5, 2003	78/222,152
WINES FOR WILDLIFE	August 5, 2002	78/151,067
COPA DE LUNA	May 1, 2002	76/402,125