

10-06-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



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

REC
102779780

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-5-04

1. Name of conveying party(ies)/Execution Date(s):
Chimney Rock Winery LLC

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

Citizenship (see guidelines) California
 Execution Date(s) September 29, 2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: LaSalle Bank National Association
 Internal
 Address: _____
 Street Address: 135 S. LaSalle Street
 City: Chicago
 State: Illinois
 Country: USA Zip: 60603
 Association Citizenship U.S.
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No(s) _____
 B. Trademark Registration No.(s) 1372913 and 1927751

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Chimney Rock (Stylized)
Elevage

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

Name: Linda R. Kastner
 Internal Address: Suite 5800
Sears Tower
 Street Address: 233 S. Wacker Drive
Suite 5800
 City: Chicago
 State: Illinois Zip: 60606
 Phone Number: 312/876-7628
 Fax Number: 312/993-9767
 Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Linda R. Kastner October 4, 2004
 Signature Date

Linda R. Kastner Total number of pages including cover sheet, attachments, and document: 7
 Name of Person Signing

10/06/2004
01 FC:8521
02 FC:8522
03 FC:8523

RECEIVED
OCT 12 2004

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002952 FRAME: 0160

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2004, by and between CHIMNEY ROCK WINERY LLC, a California limited liability company (“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, Rutherford Hill Winery, a California corporation, 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 November 14, 2003 (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

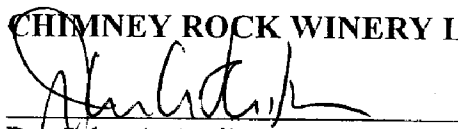
Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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.

CHIMNEY ROCK WINERY LLC


By: John A. Scribner
Its Manager

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

[Signature Page to Chimney Rock Trademark Security Agreement]

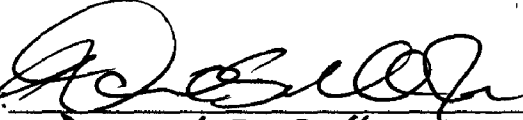
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHIMNEY ROCK WINERY LLC

By: John A. Scribner
Its: Manager

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Daniel E. Sullivan, Jr.
Title: Vice President

[Signature Page to Chimney Rock Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

See attached.

Chimney Rock Winery

Case Number	Trademark	Country	Class	Application Number	Filing Date	Registration Number	Registration Date	Status	Next Action Due	Due Date
1404F-004	CHIMNEY ROCK	China	33	2001137506	08-Jan-2001	1966272	14-Sep-2002	Registered	First Renewal	13-Sep-2012
1404F-005	CHIMNEY ROCK WINERY	Japan	33	2001-57716	25-Jun-2001	4553864	22-Mar-2002	Registered	First Renewal	22-Mar-2012
1404F-006	CHIMNEY ROCK	Taiwan	33	90-026896	29-Jun-2001	1005836	01-Jul-2002	Registered	First Renewal	01-Jul-2012
1404F-007	CHIMNEY ROCK (Stylized)	United States of America	33	470,622	16-Mar-1984	1372913	26-Nov-1985	Registered	First Renewal	26-Nov-2005
1404F-008	ELEVAGE	United States of America	33	74/569614	16-Sep-1994	1927751	17-Oct-1995	Registered	First Renewal	17-Oct-2005
1404F-011	CHIMNEY ROCK	European Community	033	003143195	23-Apr-2003			Pending		
1404F-013	CHIMNEY ROCK	Australia	33	966007	13-Aug-2003	966007	13-Aug-2003	Registered	First Renewal	13-Aug-2013
1404F-014	CHIMNEY ROCK	New Zealand	033	684755	13-Aug-2003	684755	13-Aug-2003	Registered	First Renewal	13-Aug-2010
1404F-015	CHIMNEY ROCK	European Community	033	3312162	13-Aug-2003			Published		
1404F-016	ELEVAGE	Australia	33	966006	13-Aug-2003	966006	13-Aug-2003	Registered	First Renewal	13-Aug-2013
1404F-017	ELEVAGE	New Zealand	033	684756	13-Aug-2003	684756	13-Aug-2003	Registered	First Renewal	13-Aug-2010
1404F-018	ELEVAGE	European Community	033	3312551	13-Aug-2003			Published		