

05-12-2004

5-12-04



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102743370

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

<p>1. Name of conveying party(ies): WINERY EXCHANGE, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: March 30, 2004</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK Address: 2321 ROSECRANS AVE., SUITE 5000 City: EL SEGUNDO State: CA Zip: 90245</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a Michigan banking corporation</p> <p>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 [X] No</p>
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<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) See attached sheets</p>	<p>B. Trademark Registration No.(s) See attached sheets</p>
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Additional numbers attached? [X] Yes [] No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</p>	<p>6 Total number of applications and registrations involved: 40</p> <p>7. Total fee (37 CFR 3.41) \$1,015.00 [X] Enclosed [] Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien  May 11, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [9]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

05/12/2004 LMUELLER 00000029 78356953

01 FC:8521
02 FC:8522

40.00 OP
975.00 OP

Gray Cary\PA\10357497.1
1090371-800600

TRADEMARK
REEL: 002965 FRAME: 0404

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Flourish (block letters)	78/356,953	01/23/04
Jario (block letters)	78/356,952	01/23/04
Elder Vine (block letters)	78/356,946	01/23/04
Origine (block letters)	78/356,943	01/23/04
Voyages by Origin (block letters)	78/354,571	01/20/04
Kanga Reserve (block letters)	78/334,841	12/01/03
Sandoval	78/246,599	05/07/03
Q (stylized letters)	78/245,287	05/02/03
Drake-Hudson	78/241,846	04/24/03
Marq	78/241,389	04/23/03
August	78/241,388	04/23/03
Dellatorri	78/236,439	04/10/03
Drink Global	78/224,594	03/12/03
Parkers Estate Blue Ash Road	78/162,675	09/10/02
Arrow Creek	2,734,855	07/08/03
Parkers Estate Old Vine Street	78/146,828	07/23/02
Parkers Estate North Peyton Block	78/146,825	07/23/02
Villa Campagna	78/144,502	07/16/02
Landscapes	78/075,318	07/23/01
Q (stylized letters)	2,588,532	07/02/02
Ombretta	76/416,853	06/04/02
Hunters Grove	76/415,702	05/29/02
Red Gumtree	76/413,940	05/23/02
Karalta	76/409,047	05/16/02
Ortolano	76/408,088	05/14/02

TRADEMARKS

<u>Description</u> (design only)	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	76/114,551	08/21/00
Pasitos	76/360,202	01/17/02
Riparian	2,714,486	05/06/03
Piace	76/310,896	09/07/01
Tellurian	2,618,973	09/10/02
Albury Cove	76/289,644	07/24/01
Rapaki Bay	76/288,462	07/20/01
Origin	2,798,492	12/23/03
La Mira	76/288,331	07/20/01
Kalbarri	2,807,056	01/20/04
Torrigo Bay	76/288,061	07/20/01
Timara Valley	76/288,060	07/20/01
Jenica Peak	2,798,490	12/23/03
Regions	76/242,955	04/17/01
Tradepulse	2,609,270	08/20/02

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2004 by and between COMERICA BANK ("Bank") and WINERY EXCHANGE, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and Marathon Imports, LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WINERY EXCHANGE, INC.

Address of Grantor:

35 Leveroni Court, Suite 100
Novato, CA 94949

Attn: Chief Executive Officer

By: Peta Bych

Title: CEO

John S. Lee III
~~Assistant~~ CFO ; VP Bus. Dev.

BANK:

COMERICA BANK

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: Ray Klee

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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Gray Cary\PA\10343622.2
1090371-800600



EXHIBIT B

Patents

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
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Gray Cary\PA\10343622.2
1090371-800600



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Tradepulse	2,609,270	08/20/02

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1090371-800600

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RECORDED: 05/12/2004

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