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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):  
Winebow Imports, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 2004

2. Name and address of receiving party(ies)

Name: Merill Lynch Captial  
Internal Address: \_\_\_\_\_

Street Address : 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association

- General Partnership
- Limited Partnership
- Corporation State DE

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

4. Application number(s) or trademark

A. Trademark Application No.(s)  
See Attached Schedule A

B. Trademark Registration  
See Attached Schedule A

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16<sup>th</sup> Floor

Street Address: Katten Muchin Zavis Rosenman  
525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/08/2004 LHMILLER 00000014 76485386

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 175.00 OP

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.

Terese M. Scholl  
Name of Person

Terese M. Scholl  
Signature

07/01/04  
Date

Total number of pages including cover sheet, attachments, and

6

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

## TRADEMARKS

| Mark                             | Country of Filing | Serial/Registration Number | Filing/Registration Date | Date of First Use        | Class                       | Assignor           |
|----------------------------------|-------------------|----------------------------|--------------------------|--------------------------|-----------------------------|--------------------|
| ALMIRA                           | U.S.              | 76485386                   | January 28, 2003         | Published, Intent to Use | INT. CL. 33                 | Winebow, Inc.      |
| LEONARDO LO<br>CASCIO SELECTIONS | U.S.              | 2726497                    | June 17, 2003            | December 1, 1992         | INT. CL. 35                 | Winebow, Inc.      |
| ROCCADORO                        | U.S.              | 2555860                    | April 2, 2002            | May 1, 1992              | INT. CL. 33                 | Winebow, Inc.      |
| STELLA                           | U.S.              | 2624860                    | September 24, 2002       | August 10, 1995          | INT. CL. 33                 | Winebow, Inc.      |
| VINESPANA                        | U.S.              | 76523152                   | June 16, 2003            | Pending, Intent to Use   | INT. CL. 35                 | Winebow, Inc.      |
| VINIBERIA                        | U.S.              | 76485393                   | January 28, 2003         | Published, Intent to Use | INT. CL. 35                 | Winebow, Inc.      |
| WINEBOW, INC.                    | U.S.              | 2071562                    | June 17, 1997            | September 1980           | INT. CL. 35,<br>INT. CL. 42 | Winebow, Inc.      |
| PALLADIO                         | U.S.              | 1911681                    | August 15, 1995          | December 1993            | INT. CL. 33                 | Leonardo Lo Cascio |

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30<sup>th</sup> day of June, 2004 by Winebow Imports, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**WINEBOW IMPORTS, INC.**, a Delaware corporation

By:   
Name: Franklin D. Shobe, Jr.  
Title: Executive Vice President,  
Secretary, Treasurer and  
Chief Operating Officer

**AGREED AND ACCEPTED**  
As of the Date First Above Written

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**GRANTOR:**

**WINEBOW IMPORTS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED AND ACCEPTED**  
As of the Date First Above Written

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:  \_\_\_\_\_  
Name: **Joseph Lazewski**  
Title: **Assistant Vice President**

| TRADEMARKS                    |                   |                            |                          |                          |                             |                    |  |
|-------------------------------|-------------------|----------------------------|--------------------------|--------------------------|-----------------------------|--------------------|--|
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