

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	06/01/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mesa Vineyards, L.P.		06/01/2005	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	700 Lavaca		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78454482	ARENA LOCA	
Registration Number:	1959511	STE. GENEVIEVE	
Registration Number:	2888214	STE GENEVIEVE	
Registration Number:	2796783		
Registration Number:	2884923	PEREGRINE HILL	
Registration Number:	2600262	BIG RIVER	
Registration Number:	2000335	LORVAL	
Registration Number:	2317355	ESCONDIDO VALLEY	
CORRESPONDENCE DATA			
Fax Number:	(713)223-3717		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-226-1200		

CH \$215.00 78454482

900027081

TRADEMARK
REEL: 003109 FRAME: 0282

Email: ppaquet@lockeliddell.com
Correspondent Name: Patricia Paquet
Address Line 1: 600 Travis Street
Address Line 2: 3400 JP Morgan Chase Tower
Address Line 4: Houston, TEXAS 77002-3095

NAME OF SUBMITTER:

Patricia Paquet

Signature:

/patricia paquet/

Date:

06/23/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 1, 2005, is by and between MESA VINEYARDS, L.P., a Texas limited partnership ("Debtor"), whose address is 6207 Bee Caves Road, Suite 185, Austin, Texas 78746, Attention: Patrick J. Prendergast III, and JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 700 Lavaca, Austin, Texas 78701, Attention: Manager/Commercial Lending Group ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Secured Party pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

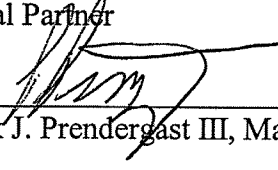
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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"


MESA VINEYARDS, L.P.,
a Texas limited partnership

By: Mesa GP, LLC,
a Texas limited liability company
General Partner

By: 
Patrick J. Prendergast III, Manager

"Secured Party"

JPMORGAN CHASE BANK, N.A.,
a national banking association

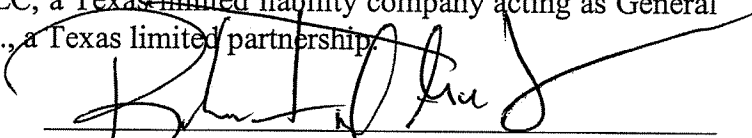
By: 
Name: Ki Allen
Title: SENIOR VICE PRESIDENT

Attachment:

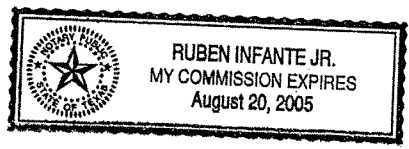
Schedule 1 - Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on 5.28, 2005, by Patrick J. Prendergast III, Manager of Mesa GP, LLC, a Texas limited liability company acting as General Partner on behalf of Mesa Vineyards, L.P., a Texas limited partnership.




Notary Public in and for the
State of Texas
Printed Name: Ruben Infante Jr
My Commission Expires: 8/26/2008

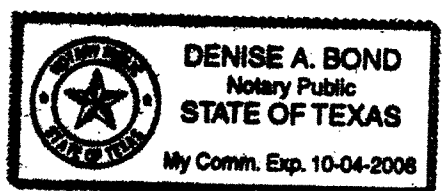


THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 1, 2005, by Ki Allen, Sr. Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said association.



Notary Public in and for the
State of Texas
Printed Name: Denise A Bond
My Commission Expires: 10-04-2008



**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

	<u>Trademark</u>	<u>Reg./Serial No.</u>
1.	Ste. Genevieve	Reg. No. 1959511
2.	Ste. Genevieve (Typed Drawing)	Reg. No. 2888214
3.	Ste. Genevieve (Mesa Logo)	Reg. No. 2796783
4.	Peregrine Hill	Reg. No. 2884923
5.	Big River	Reg. No. 2600262
6.	Lorval	Reg. No. 2000335
7.	Arena Loca	Serial No. 78454482
8.	Escondido Valley	Reg. No. 2317355