

09-26-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



RECOR
TR

103088206

9-20-05

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

1. Name of conveying party(ies):

Rabo Agrifinance, Inc., a Delaware Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 12, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rabo Agrifinance, Inc.
 Internal
 Address: Suite 400
 Street Address: 10100 Trinity Parkway
 City: Stockton
 State: California
 Country: USA Zip: 95219

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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

A. Trademark Application No.(s)
78/366, 636 78/366,640

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
78/366, 636 Filed: 2/11/2004 Mark: PIETRA SANTA; 78/366,640 Filed: 2/11/2004 Mark: OLIVITA

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

Name: Rabo Agrifinance, Inc.
 Internal Address: Suite 400
 Street Address: 10100 Trinity Parkway
 City: Stockton
 State: California Zip: 95240
 Phone Number: 209-472-3900
 Fax Number: 209-951-3038
 Email Address: Todd.Hansen@raboag.com

6. Total number of applications and registrations involved:

TWO

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____
 09/23/2005 MUELLER 00000011 70366676
 01 EC:8521
 02 FC:8522



09-20-2005

40.00 DP
85.00 DP

9. Signature:

Signature

September 19, 2005

Date

Todd Hansen
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003225 FRAME: 0874

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 12th day of September, 2005, by BLACKBURN ENTERPRISES, LLC; a California limited liability company ("Debtor"), in favor of RABO AGRIFINANCE, INC., a Delaware corporation ("Secured Party").

WITNESSETH:

A. Blackburn Farms, III, L.P., a California limited partnership ("Blackburn"), Blackburn Farms II, L.P., a California limited partnership, Blackburn Farms, L.P., a California limited partnership, Blackburn Farming Company, Inc., a California corporation, Panoche Creek Farms, a California general partnership, Universal Landing Company, Inc, a California corporation (collectively, "Borrowers") are herewith executing and delivering to Secured Party (i) that certain Adjustable Interest Rate Promissory Note Diminishing Payment Plan dated the date hereof and payable to the order of Secured Party in the original principal amount of \$13,000,000.00, as the same may from time to time be amended, restated, modified, extended or renewed (the "Term Note") and (ii) that certain Adjustable Interest Rate Promissory Note Revolving Line of Credit dated the date hereof and payable to the order of Secured Party in the original principal amount of \$3,700,000.00, as the same may from time to time be amended, restated, modified, extended or renewed (the "Revolving Note") (the Term Note and Revolving Note are collectively referred to herein as the "Notes").

B. As a condition precedent to Secured Party accepting the Notes and loaning funds to Borrowers thereunder, Secured Party has required that Debtor execute and deliver this Agreement to Secured Party.

C. In order to induce Secured Party to accept the Notes and loan funds to Borrowers thereunder, Debtor has agreed to execute and deliver this Agreement to Secured Party.

D. This Agreement is being executed in connection with and in addition to that certain Long Form Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement (California) dated as of the date hereof and executed by Blackburn in favor of Secured Party pursuant to which Blackburn has granted to Secured Party a security interest and lien on certain real property of Blackburn located in San Benito and Santa Clara Counties in California (the "Deed of Trust") (this Agreement, the Notes, and the Deed of Trust are collectively referred to herein as the "Loan Documents").

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants Secured Party a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application

listed on Schedule A attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule B attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule C attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the domain name(s) listed on Schedule D attached hereto and incorporated herein by reference, any goodwill associated therewith, and all contents of the website associated therewith (hereinafter collectively referred to as the "Works"), including without limitation the copyrights therein, all applications for and issued registrations of said copyrights, and all renewals, rights of termination and extensions of the copyrights that may be secured under the laws now or hereafter in force and effect in the United States or in any other country; including all rights and remedies for past infringement of the Works and in particular the right to sue and collect damages and profits for such past infringement, the same to be held and enjoyed by Debtor for its own use and on its own behalf, and for the use and on behalf of its legal representatives or assigns;

(e) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(f) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c), (d) and (e) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c), (d) and (e) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, obligations under the Notes) of Borrowers to Secured Party of every kind and character, now existing or hereafter

arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by Borrowers as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by Secured Party by assignment or otherwise, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under this Agreement, and (iii) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Secured Party upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Secured Party in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons;

(e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Secured Party during normal business hours and at other reasonable times. Debtor will reimburse Secured Party upon demand for all costs and expenses incurred by Secured Party in connection with any such inspection conducted by

Secured Party while any default or event of default under the Notes or any of the other Loan Documents has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

4. Further Assurances. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full, (b) Secured Party has no further commitment or obligation to make any loans or advances or other extensions of credit to Borrowers under the Notes or otherwise and (c) the Notes have expired or been terminated in accordance with its terms, it will not, without the prior written consent of Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's and/or Borrowers' obligations under this Agreement, the Notes or any of the other Loan Documents and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Secured Party, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

6. Modification by Secured Party. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no default or event of default under the Notes or any of the other Loan Documents has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any default or event of default under the Notes or any of the other Loan Documents shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without

limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Secured Party may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any default or event of default, the use by Secured Party of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Secured Party to Debtor. If a default or event of default shall occur and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Deed of Trust, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) Borrowers shall pay all of the Secured Obligations in full, (b) Secured Party shall have no further commitment or obligation to make any loans or advances or other extensions of credit to Borrowers under the Notes or otherwise and (c) the Notes shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Secured Party's security interest therein, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Five Percent (5%) over and above the Adjustable Rate (as defined in the Revolving Note) (which interest rate shall fluctuate as and when the Adjustable Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Secured Party Appointed Attorney-In-Fact. If any default or event of default under the Notes or any of the other Loan Documents shall have occurred and be continuing, Debtor hereby

authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Secured Party, except as provided in Paragraph 6 above.


16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

Signature page follows.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Patent, Trademark and License Security Agreement as of the date first above written.

BLACKBURN ENTERPRISES LLC,
a California limited liability company ("Debtor")

By 
Name: J. Coet Blackburn
Title: MANAGING PARTNER

RABO AGRIFINANCE, INC.,
a Delaware corporation ("Secured Party")

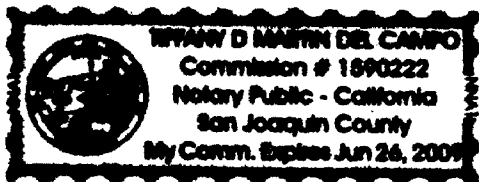
By 
Todd Hansen, Vice President

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN JOAQUIN)

On September 19, 2005 before me, Tiffany D. Martin Del Campo, a Notary Public in and for the State of California, personally appeared Todd Hansen, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity and that, by his signature on the within instrument, the person or entity upon behalf of which he acted executed the within instrument.

WITNESS my hand and official seal.

(SEAL)



Tiffany D. Martin Del Campo

Notary Public

My commission expires: June 26, 2009

STATE OF CALIFORNIA,
County of SAN BENITO) SS.

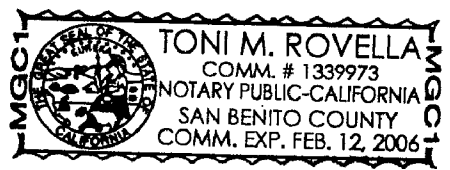
On this 14 day of Sept, 2005, before me appeared TORDANO BLACKBURN me personally known, who, being by me duly sworn, did say that s/he is the MANAGING PARTNER of Blackburn Enterprises, LLC, a California limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and/or managers; and said HE acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Toni M. Rovella
Notary Public

My Commission Expires 2-12-06



SCHEDULE A

United States Patents

<u>Patent No.</u>	<u>Date Issued</u>	<u>Description</u>
NONE		

United States Patent Applications

<u>Application or Serial No.</u>	<u>Patents in Process</u>
NONE	

SCHEDULE B

United States Trademark Registrations

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
NONE		

Unregistered Trademarks

Description
PIETRA SANTA WINERY

United States Trademark Applications

<u>Application No.</u>	<u>Date Filed</u>	<u>Mark</u>
78/366,636	2/11/2004	PIETRA SANTA
78/366,640	2/11/2004	OLIVITA

Registered Trade Names

Pietra Santa Vineyards
Vache
Olivita

SCHEDULE C

Licenses

NONE

SCHEDULE D

Domain Names

www.pietrasantawinery.com

Works

All pages of the website located at www.pietrasantawinery.com.