

	Trademark	Registration Number	Application Number
1	ALAZAR WINERY	2036691	
2	AMSBURY WINERY	1963365	
3	AVANZATO	2977940	
4	BENEDETTA	2792683	
5	BENTGATE	2987927	
6	BRAVA TERRA	2345732	
7	BRYAN WOODS WINERY	2044716	
8	CIRCLE SPRINGS	2972438	
9	DEVINA ESTATES		
10	DOMAINE PAUL		78/707,156
11	EXPEDITION	1991746	
	GEERLINGS AND WADE PERSONAL WINE	2172736	
12	SERVICE		
13	GIOVINA	1944681	
14	GLASS RIDGE		76/601,162
15	GLASSMOON RISING	1852036	
16	GRASS TREE		76/586,658
17	HAMILTON ESTATES	2929471	
18	INTERNATIONAL BEER & ALE SOCIETY	1921127	
19	JACK CANYON CELLARS	1979058	
20	LAMARETTE	1966801	
21	LAPIS LAZULI WINERY & VINEYARDS	2813934	
22	LEAFWING	1982292	
23	MANGROVE		78/707,169
24	MARIEL WINERY	2981619	
25	MIRALUNA	1965541	
26	PASSPORT WINE CLUB & DESIGN	2089724	
27	PASSPORT WINE CLUB & DESIGN	1976647	
28	PEDRETTI	1976648	
29	RED BRICK CELLARS	2946902	
30	SAN VALENCIA WINERY	2420347	
31	SECRET CELLARS (CALIFORNIA)	1963366	
32	SERANZA		75/352,802
33	ST. CAROLYNE	2792682	
34	STEEPLE STREET	1963367	
35	TERRE DES ANGES	2981621	
36	THE TRAVELING VINEYARD		78/707,179
37	THE WINE SOCIETY OF AMERICA	2872418	
38	TRIA	2664866	
39	WOODVALE ESTATES		78/707,199
40	ZEFFER HILLS	2981620	
			76/601,161

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 28, 2005, is made by and between GEERLINGS & WADE, INC., a Massachusetts corporation having a business location at 960 Turnpike Street, Canton, MA 02021 (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at 300 Commercial Street, Boston, Massachusetts.

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Permitted License" shall mean the Trademark License Agreement dated May 28, 2004 between Debtor and Lo Spuntino L.L.C.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the

Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens and the Permitted License. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens and the Permitted License, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens and the Permitted License.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens and the Permitted License.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written

power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude

others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the 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.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this

Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[CONTINUED ON THE FOLLOWING PAGE]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

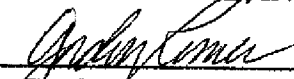
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

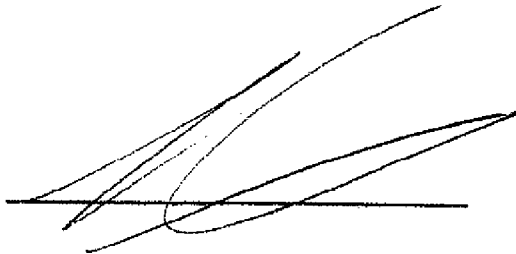
WITNESS:




BORROWER:

GEERLINGS & WADE, INC.

By 
Name: Gordon J. Romer
Title: President

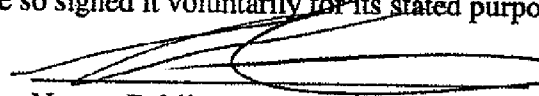


WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By 
Name: Patricia Trayers
Title: Vice President

**COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY**

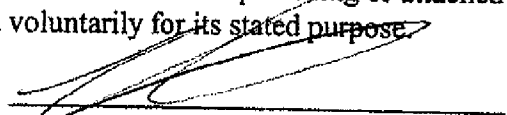
On this 25th day of October, 2005, before me, the undersigned notary public, personally appeared Gordon J. Romer, President of Geerlings & Wade, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on behalf of Geerlings & Wade, Inc. on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.


Notary Public
Print Name: Chad J. Porter
Notary Public
My Commission Expires
March 26, 2010

[CONTINUED ON THE FOLLOWING PAGE]

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY

On this 20th day of October, 2005, before me, the undersigned notary public, personally appeared Patricia Trayers, Vice President of Wells Fargo Business Credit, an operating division of WELLS FARGO BANK, NATIONAL ASSOCIATION, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on behalf of Wells Fargo Business Credit, an operating division of WELLS FARGO BANK, NATIONAL ASSOCIATION on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.



Notary Public
Print Name:

Clerd J. Porter
Notary Public
My Commission Expires
March 20, 2010

EXHIBIT A

None

00962410

Exhibit B

Trademark	Registration No.
ALAZAR WINERY	2036691
AMSBURY WINERY	1963365
AVANZATO	2977940
BENEDETTA	2792683
BENTGATE	2987927
BRAVA TERRA	2345732
BRYAN WOODS WINERY	2044716
CIRCLE SPRINGS	2972438
DEVINA ESTATES	PENDING
DOMAINE PAUL	1991746
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GEERLINGS AND WADE PERSONAL WINE SERVICE	1944681
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JACK CANYON CELLARS	1966801
LAMARETTE	2813934
LAPIS LAZULI WINERY & VINEYARDS	1982292
LEAFWING	PENDING
MANGROVE	2981619
MARIEL WINERY	1965541
MIRALUNA	2089724
PASSPORT WINE CLUB & DESIGN	1976647
PASSPORT WINE CLUB & DESIGN	1976648
PEDRETTI	2946902
RED BRICK CELLARS	issued
SAN VALENCIA WINERY	1963366

SECRET CELLARS (CALIFORNIA)	48764
SERANZA	2792682
ST. CAROLYNE	1963367
STEEPLE STREET	2981621
TERRE DES ANGES	PENDING
THE TRAVELING VINEYARD	2872418
THE WINE SOCIETY OF AMERICA	2664866
TRIA	PENDING
WOODVALE ESTATES	2981620
ZEFFER HILLS	PENDING

Borrower has entered into a Trademark License Agreement dated May 28, 2004 with Lo Spuntino, L.L.C., a copy of which has been provided to Lender.