

11-23-2005  
103124554

RECORDATION

TRADEMARK

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

11-14-05

**1. Name of conveying party(ies):**  
Schramsberg Vineyards Company

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: Rabobank, N.A., c/o Rabo Agrifinance, Inc.  
Internal  
Address: Suite 400  
Street Address: 10100 Trinity Parkway  
City: Stockton  
State: CA  
Country: USA      Zip: 95219

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 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)

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

Execution Date(s) October 14, 2005

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_  
See attachment

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attachment

**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: CA      Zip: 95219  
Phone Number: 209-472-3915  
Fax Number: 209-951-3038  
Email Address: Tillu.Newlin@raboag.com

**6. Total number of applications and registrations involved:** 19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 490.00

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 \_\_\_\_\_

11/23/2005 LNOELLER 00000006 76505200  
01 FC:0521  
02 FC:0522

**9. Signature:** Charles T. McElligott      November 9, 2005

Signature      Date

Charles T. McElligott, Vice President  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

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

Ref. #, Trademark, Serial # (SN)/Registration # (RN), Filing Date, Status, Owner

Q3

f-1, RIDDLER'S SELECTION, SN:76-505280, April 9, 2003, Allowed/Intent to Use 2nd Extension of Time Granted March 30, 2005, Schramsberg Vineyards Company (California Corp.)

Q3

f-2, MISCELLANEOUS DESIGN, RN:2,338,866, July 26, 1999, Registered April 4, 2000, Schramsberg Vineyards Company, DbA Schramsberg Vineyards (California Corp.)

Q3

f-3, MISCELLANEOUS DESIGN, RN:2,353,764, July 26, 1999, Registered May 30, 2000 Schramsberg Vineyards Company, DbA Schramsberg Vineyards (California Corp.)

Q3

f-4, MISCELLANEOUS DESIGN, RN:2,338,872, July 27, 1999, Registered April 4, 2000, Schramsberg Vineyards Company, DbA Schramsberg Vineyards (California Corp.)

Q3

f-5, MIRABELLE, RN:2,888,183, December 20, 2001, Registered September 28, 2004, Schramsberg Vineyards Company (California Corp.)

Q3

f-6, J.J. DAVIES, RN:2,892,444, June 20, 2002, Registered October 12, 2004, Schramsberg Vineyards Company (California Corp.)

Q3

f-7, MISCELLANEOUS DESIGN, RN:2,362,157, August 2, 1999, Registered 8 Filed June 27, 2000, Schramsberg Vineyards Company, DbA Schramsberg Vineyards (California Corp.)

Q3

f-8, J. DAVIES, RN:2,977,757, October 20, 2003, Registered Principal Register - Sec. 2(F) July 26, 2005, Schramsberg Vineyards Company (California Corp.)

Q3

f-9, SCHRAMSBERG (STYLIZED), RN:990,320, May 9, 1973, Renewed 8 & 15 August 6, 2004, Schramsberg Vineyards Company (California Corp.)

Q3

f-10, SCHRAMSBERG, RN:990,321, May 9, 1973, Renewed 8 & 15 August 6, 2004, Schramsberg Vineyards Company (California Corp.)

Q3

f-11, J. SCHRAM, RN:1,911,677, April 18, 1994, Renewed Principal Register - Sec. 2(F) 8 & 15 August 15, 2005, Schramsberg Vineyards Company (California Corp.)

Q3

f-12, COTILLION AND DESIGN, SN:72-015766, September 17, 1956, Cancelled - Sec. 8 February 26, 1957, California Champagne Company, Doing Business As Schramsberg Vineyard Co. (California Corp.)

Q3

f-13, BELDEN-CRANE, SN:74-097923, September 17, 1990, Cancelled - Sec. 8 8 & 15 July 20, 2002, Schramsberg Vineyards Company (California Corp.)

Q3

f-14, MIRABELLE, SN:74-161455, April 29, 1991, Abandoned - Failure to Respond  
February 3, 1997, Schramsberg Vineyards Company, Dba Mirabelle Cellars California Corp.)

Q3

f-15, DAVIES, SN:76-371851, February 19, 2002, Abandoned - Failure to Respond March 28,  
2005, Schramsberg Vineyards Company (California Corp.)

Q3

f-16, VERTICE, SN:74-258316, March 23, 1992, Abandoned - No Statement of Use May 18,  
1993, Schramsberg Vineyards Company (California Corp.)

Q3

f-17, ECLIPSE SN:75-728983, June 15, 1999, Abandoned - No Statement of Use February 21,  
2002, Schramsberg Vineyards Company, Dba Schramsberg Vineyards (California Corp.)

Q3

f-18, ECLIPSE, SN:73-103887, October 20, 1976, Expired 8 & 15 July 3, 2000, Schramsberg  
Vineyards Company (California Corp.)

Q3

f-19, ECLIPSE (STYLIZED) SN:73-104441, October 26, 1976, Expired 8 & 15 July 3, 2000,  
Schramsberg Vineyards Company (California Corp.)

**PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 14<sup>th</sup> day of October, 2005, by SCHRAMSBERG VINEYARDS COMPANY, a California corporation ("Debtor"), in favor of RABOBANK, N.A. ("Secured Party").

WITNESSETH:

A. Debtor is herewith executing and delivering to Secured Party (i) that certain Adjustable Interest Rate Promissory Note dated the date hereof and payable to the order of Secured Party in the original principal amount of \$7,000,000.00, as the same may from time to time be amended, restated, modified, extended or renewed (the "Note").

B. As a condition precedent to Secured Party accepting the Note and loaning funds to Debtor 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 Note and loan funds to Debtor 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 Debtor in favor of Secured Party pursuant to which Debtor has granted to Secured Party a security interest and lien on certain real property of Debtor located in NAPA COUNTY in California (the "Deed of Trust") (this Agreement, the Note, 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 A 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 A 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 A 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 Note) of Debtor 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 Debtor 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 Note 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 Debtors under the Note or otherwise and (c) the Note has 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 Debtors' obligations under this Agreement, the Note 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 Schedule A 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 Note 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 Note 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) Debtors 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 Debtors under the Note or otherwise and (c) the Note 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 Note 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.

SCHRAMSBERG VINEYARDS COMPANY,  
a California corporation ("Debtor")

By 

Name: FRED ZAMMATARO

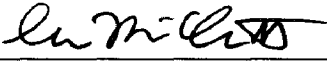
Title: CFO, ASST SEC

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RABOBANK, N.A.,  
("Secured Party")

By 

Charles T. McElligott, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

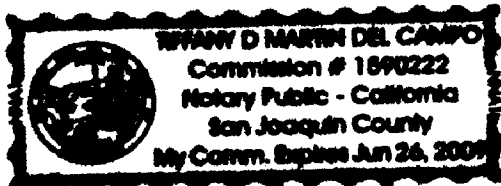
STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF SAN JOAQUIN        )

On October 13, 2005 before me, Tiffany D. Martin Del Campo, a Notary Public in and for the State of California, personally appeared Charles T. McElligott, 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

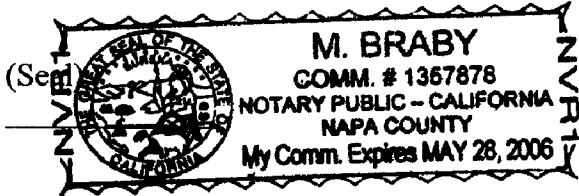


My commission expires: June 26, 2009

STATE OF PA. )  
 ) SS.  
COUNTY OF NAPA )

On this 27 day of oct, 2005, before me personally appeared FRED  
ZAMMATTA, to me personally known, who, being by me duly sworn, did say that  
s/he is the ASST. SEC'Y. of SCHRAMSBERG VINEYARDS COMPANY, a  
California corporation, and that said instrument was signed on behalf of said limited liability  
company by authority of its members and/or managers; and said FRED ZAMMATTA  
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.



M. Braby  
Notary Public

My Commission Expires: \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that s/he is a \_\_\_\_\_  
\_\_\_\_\_ of Rabobank, N.A., and that said instrument was signed on behalf of  
said corporation by authority of its Board of Directors; and said \_\_\_\_\_  
\_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.



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) \_\_\_\_\_  
\_\_\_\_\_  
Notary Public


My Commission Expires: \_\_\_\_\_.

SCHEDULE A

**FEDERAL**

Ref. #	Trademark	Serial Number (SN) or Registration Number (RN)	Filing Date	Status / Status Date	Owner
Q3 f-1	RIDDLER'S SELECTION	SN:76-505280	April 9, 2003	Allowed - Intent to Use 2nd Extension of Time Granted March 30, 2005	Schramsberg Vineyards Company (California Corp.)
Q3 f-2	MISCELLANEOUS DESIGN 	RN:2,338,866	July 26, 1999	Registered April 4, 2000	Schramsberg Vineyards Company, Db a Schramsberg Vineyards (California Corp.)
Q3 f-3	MISCELLANEOUS DESIGN 	RN:2,353,764	July 26, 1999	Registered May 30, 2000	Schramsberg Vineyards Company, Db a Schramsberg Vineyards (California Corp.)
Q3	MISCELLANEOUS	RN:2,338,872	July 27, 1999	Registered	Schramsberg

f-4	DESIGN 			April 4, 2000	Vineyards Company, Db Schramsberg Vineyards (California Corp.)
Q3 f-5	MIRABELLE	RN:2,888,183	December 20, 2001	Registered September 28, 2004	Schramsberg Vineyards Company (California Corp.)
Q3 f-6	J.J. DAVIES	RN:2,892,444	June 20, 2002	Registered October 12, 2004	Schramsberg Vineyards Company (California Corp.)
Q3 f-7	MISCELLANEOUS DESIGN 	RN:2,362,157	August 2, 1999	Registered 8 Filed June 27, 2000	Schramsberg Vineyards Company, Db Schramsberg Vineyards (California Corp.)
Q3 f-8	J. DAVIES	RN:2,977,757	October 20, 2003	Registered Principal Register - Sec. 2(F) July 26, 2005	Schramsberg Vineyards Company (California Corp.)
Q3 f-9	SCHRAMSBERG (STYLIZED)	RN:990,320	May 9, 1973	Renewed 8 & 15 August 6, 2004	Schramsberg Vineyards Company

					(California Corp.)
Q3 f-10	SCHRAMSBERG	RN:990,321	May 9, 1973	Renewed 8 & 15 August 6, 2004	Schramsberg Vineyards Company (California Corp.)
Q3 f-11	J. SCHRAM	RN:1,911,677	April 18, 1994	Renewed Principal Register - Sec. 2(F) 8 & 15 August 15, 2005	Schramsberg Vineyards Company (California Corp.)
Q3 f-12	COTILLION AND DESIGN <i>Cotillion</i>	SN:72-015766	September 17, 1956	Cancelled - Sec. 8 February 26, 1957	California Champagne Company, Doing Business As Schramsberg Vineyard Co. (California Corp.)
Q3 f-13	BELDEN-CRANE	SN:74-097923	September 17, 1990	Cancelled - Sec. 8 & 15 July 20, 2002	Schramsberg Vineyards Company (California Corp.)
Q3 f-14	MIRABELLE	SN:74-161455	April 29, 1991	Abandoned - Failure to Respond February 3, 1997	Schramsberg Vineyards Company, Db Mirabelle Cellars (California Corp.)
Q3 f-15	DAVIES	SN:76-371851	February 19, 2002	Abandoned - Failure to Respond March 28, 2005	Schramsberg Vineyards Company (California Corp.)
Q3 f-16	VERTICE	SN:74-258316	March 23, 1992	Abandoned - No Statement of Use May 18, 1993	Schramsberg Vineyards Company (California Corp.)



Q3 f-17	ECLIPSE	SN:75-728983	June 15, 1999	Abandoned - No Statement of Use February 21, 2002	Schramsberg Vineyards Company, Dba Schramsberg Vineyards (California Corp.)
Q3 f-18	ECLIPSE	SN:73-103887	October 20, 1976	Expired 8 & 15 July 3, 2000	Schramsberg Vineyards Company (California Corp.)
Q3 f-19	ECLIPSE (STYLIZED) <i>Eclipse</i>	SN:73-104441	October 26, 1976	Expired 8 & 15 July 3, 2000	Schramsberg Vineyards Company (California Corp.)

Q3 s-1	ECLIPSE	CA: Expired October 25, 1996	(Int'l Class: 33) Alcoholic beverages; namely, wine and cognac	Schramsberg Vineyards Company, Dba Schramsberg Vineyards (California Corp.)	
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