

03-23-2006



RECOR  
TRADEMARK  
103203524

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

3-20-06

1. Name of conveying party(ies):

AXIOM WINE COMPANY, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other California limited liability company

Citizenship (see guidelines) California, USA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: West Coast Credit Services, Inc.

Internal Address: P.O. Box 789

Street Address: \_\_\_\_\_

City: Ceres

State: California

Country: USA Zip: 95307

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship California, USA
- 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) November 29, 2005

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

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

A. Trademark Application No.(s)

78718941

B. Trademark Registration No.(s)

2984650

Additional sheet(s) attached?  Yes  No

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

Pink Truck (Application No. 78718941)  
Red Truck (Registration No. 2984650)

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

Name: Matthew Pacher

Internal Address: \_\_\_\_\_

Street Address: Damrell, Nelson, Schrimp, Pallios, Pacher & Silva  
1601 I Street, 5th Floor

City: Modesto

State: CA Zip: 95354

Phone Number: (209) 526-3500

Fax Number: (209) 526-3534

Email Address: MPacher@damrell.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- 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 \_\_\_\_\_

9. Signature: Matthew Pacher

Signature

March 16, 2006

Date

Matthew Pacher

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

03/21/2006 DBYRNE

00000178 78718941

01 FC:8521  
02 FC:8522

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of December 1, 2005, is entered into by and between AXIOM WINE COMPANY, LLC, a California limited liability company ("Grantor"), and WEST COAST CREDIT SERVICES, INC., a California corporation ("Lender").

## RECITALS

A. Pursuant to that certain Loan Agreement of even date herewith between Grantor, as Borrower, and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, among other things, to make the Acquisition Loan and make available the Operating Line of Credit (as defined therein) and provide certain other financial accommodations to Grantor (the "Loans").

B. Lender is willing to make the Loans and provide such other financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Intellectual Property Security Agreement.

## AGREEMENT

1. Definitions. All capitalized terms used by not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Lender, subject to the Intercreditor Agreement, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Trademarks and all Trademark Applications to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of its rights to the Domain Name referred to in Part B to Schedule I hereto;

(c) all of its Copyrights to which it is a party, including those referred to in Part C to Schedule I hereto; and

(d) all proceeds of the forgoing, including (i) any and all proceeds of any insurance, indemnity, or warranty payable to any Person from time to time with respect to any of the forgoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure

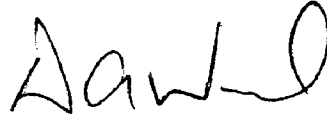
or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Copyright, Trademark or Trademark Application, or the Domain Name, or (B) for injury to the goodwill associated with any Trademark, or Copyright, or the Domain Name, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"

AXIOM WINE COMPANY, LLC

By:   
Name: DOUGLAS A. WALKER  
Title: COO/CFO

"Lender"

WEST COAST CREDIT SERVICES, INC.

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

or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Copyright, Trademark or Trademark Application, or the Domain Name, or (B) for injury to the goodwill associated with any Trademark, or Copyright, or the Domain Name, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Intellectual Property Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the forgoing, upon disposition or otherwise.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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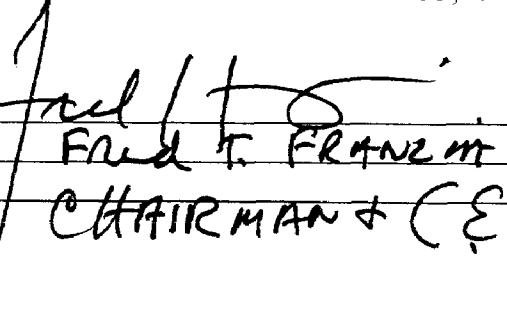
"Grantor"

AXIOM WINE COMPANY, LLC

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

"Lender"

WEST COAST CREDIT SERVICES, INC.

By:   
Name: Fred T. FRANZ  
Title: CHAIRMAN & CEO.

SCHEDULE 1  
(Part A)

TRADEMARKS

Trademarks Owned By Grantor Prior To And On The Closing Date

<u>U.S. Trademark</u>	<u>Registration Number</u>
Red Truck	2984650

Unregistered Trademarks (Applications Pending)

<u>Trademarks</u>	<u>Registration Application Serial Number</u>
White Truck	78477439
Pink Truck	7871894