

06-29-2006



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RECORD
TRAC

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

20.7.2.9

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
- 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) 3074679

Additional sheet(s) attached? Yes No

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

White Truck (Registration No. (3074679))

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:

1

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 _____

9. Signature: Matthew Pacher

Signature

6/21/06

Date

Matthew Pacher

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

06/28/2006 DEBYRNE 00000014 3074679 Name of Person Signing

Document 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

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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

TRADEMARK

REEL: 003358 FRAME: 0199

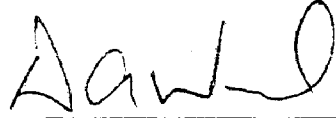
or forfeiture of all or any part of the forgoing by any Governmental Authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties (A) for past, present or future infringement or dilution of any Copyright, Trademark or Trademark Application, 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/CTO

"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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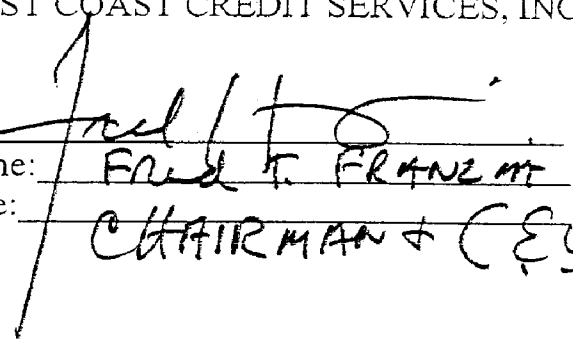
"Grantor"

AXIOM WINE COMPANY, LLC

By: _____
Name: _____
Title: _____

"Lender"

WEST COAST CREDIT SERVICES, INC.

By: 
Name: Fred T. FRANZME
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



**Damrell Nelson Schrimp
Pallios Pacher & Silva**
ATTORNEYS

A Professional Corporation

June 21, 2006

Duane L. Nelson
Roger M. Schrimp
Steven G. Pallios
Matthew O. Pacher
Fred A. Silva
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Mail Stop Assignment Recordation Services
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Direct E-mail for:
Matthew O. Pacher
mpacher@damrell.com

Re: *Recordation of Security Agreement Regarding:
Trademark Application No. 3074679 (White Truck)*

Ladies and Gentlemen:

Enclosed you will find the following:

1. Original and one copy of a Recordation Form Cover Sheet - Trademarks Only;
2. Intellectual Property Security Agreement;
3. A check in the amount of \$40.00 made payable to the United States Patent and Trademark Office pursuant to 37 CFR 26(b)(6) & 3.41 to cover the recording fee; and
4. A self-addressed stamped envelope.

Please record the original cover sheet and the Intellectual Property Security Agreement, conform the copy of the cover sheet, and return the conformed copy to me in the self-addressed stamped envelope.

If you have any questions, please call.

Very truly yours,

DAMRELL, NELSON, SCHRIMP,
PALLIOS, PACHER & SILVA

Matthew Pacher

MOP/jb/encls.

cc: Fred T. Franzia
Daniel Leonard

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