

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Bronco Wine 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)

Additional names, addresses, or citizenship attached? Yes No

Name: Harris N.A.

Internal _____

Address: _____

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: U.S. Zip: 60603

- Association Citizenship _____
 - General Partnership Citizenship _____
 - Limited Partnership Citizenship _____
 - Corporation Citizenship _____
National Banking _____
 - Other Association Citizenship U.S.
- 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) July 24, 2006

- 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 Schedule A-1, attached

Additional sheet(s) attached? Yes No

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

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 845-3919

Fax Number: (312) 803-5299

Email Address: bschneid@chapman.com

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 815.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

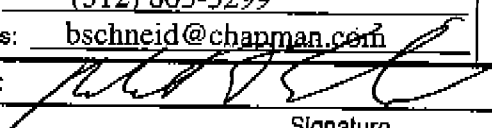
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0305

Authorized User Name Robert J. Schneider

9. Signature:



Signature

September 26, 2006

Date

Robert J. Schneider

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

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TRADEMARK
REEL: 003398 FRAME: 0035

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**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
ALBERTONI	2167960	
ANTARES (WINE)	1571226	
BEARS' LAIR	2548361	
BLACK MOUNTAIN VINEYARD	1239690	
CEDAR BROOK	2101362	
COASTAL RIDGE	1685514	
CRANE LAKE	1928315	
DOMAINE LAURIER	2230851	
DOMAINE NAPA	2722856	
DONA SOL	2493714	
DOUGLASS HILL	1550464	
ESTRELLA	2800136	
FAT CAT	1645442	
FOREST GLEN	1759226	
FOREST HILL	1598875	
FOREST VILLE	1825947	
FOX BROOK	3043826	
FOXHOLLOW	1454574	
GRAND CRU	1440345	
HACIENDA	1202268	
J.W. MORRIS	2090893	
LAURIER	1830518	
MARICOPA	2646189	
MONTPELLIER	1597752	
NAPA CREEK WINERY (LODI APPELLATION)	1867147	
NAPA RIDGE	2050704	
OAK VINEYARDS	2195942	
QUAIL CREEK	3087048	
SALMON CREEK	1663590	
SEA RIDGE COASTAL	2198682	
SILVER RIDGE	1754600	
TRELLIS	1810180	

TRADEMARK COLLATERAL AGREEMENT

This 24th day of July, 2006, Bronco Wine Company, a California corporation ("*Debtor*") with its principal place of business and mailing address at 6342 Bystrum Road, Ceres, California 95307, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the


trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BRONCO WINE COMPANY

By 
Name David L. ...
Title Vice President

HARRIS N.A.

By 
Name SHANE KOONCE
Title VICE PRESIDENT

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK

SERIAL NO.

FILED

None.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.