

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MORTGAGE | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Spring Mountain Vineyard, Inc. | | 10/20/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank (Chicago) | | |
| Street Address: | 222 South Riverside Plaza | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | CORPORATION: MICHIGAN | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75809606 | ELIVETTE | |
| Serial Number: | 78822757 | CHATEAU CHEVALIER | |
| Registration Number: | 1885177 | SPRING MOUNTAIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)346-8434 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3124767534 | | |
| Email: | lturczak@lplegal.com | | |
| Correspondent Name: | Laura Turczak, Levenfeld Pearlstein | | |
| Address Line 1: | 2 N. LaSalle Street | | |
| Address Line 2: | Suite 1300 | | |
| Address Line 4: | Chicago, ILLINOIS 60602 | | |
| ATTORNEY DOCKET NUMBER: | 11360-67218 | | |
| NAME OF SUBMITTER: | Laura J. Turczak | | |

CH \$90.00 75809606

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|---|------------|
| Signature: | /LJT/ |
| Date: | 10/27/2006 |
| Total Attachments: 6 source=Spring Mountain Vineyard, Inc. - Trademark Mortgage#page1.tif source=Spring Mountain Vineyard, Inc. - Trademark Mortgage#page2.tif source=Spring Mountain Vineyard, Inc. - Trademark Mortgage#page3.tif source=Spring Mountain Vineyard, Inc. - Trademark Mortgage#page4.tif source=Spring Mountain Vineyard, Inc. - Trademark Mortgage#page5.tif source=Spring Mountain Vineyard, Inc. - Trademark Mortgage#page6.tif | |

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein, LLC
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**PATENT, TRADEMARK AND LICENSE MORTGAGE -
SPRING MOUNTAIN VINEYARD, INC.**

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of October 20, 2006, by **SPRING MOUNTAIN VINEYARD, INC.**, with offices at 2805 Spring Mountain Road, St. Helena, California 94574 ("Mortgagor"), in favor of **FIFTH THIRD BANK (CHICAGO)**, with offices at 222 South Riverside Plaza, Chicago, Illinois 60606 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor, Good Wine Company ("Borrower 2") and Mortgagee are parties to a certain Loan and Security Agreement dated as of the date of this Mortgage (said Loan and Security Agreement, as may be amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Mortgagee to extend credit to or for the account of Mortgagor; and/or Borrower 2 and (ii) for the grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its

now existing and hereafter created or acquired:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");
- (ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) 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 (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");
- (iii) to the extent assignable, all license agreements 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 between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and
- (iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

SPRING MOUNTAIN VINEYARD, INC.

By: 

Title: PRESIDENT

STATE OF ILLINOIS }
 }
 } SS.
COUNTY OF COOK }

On the 20th day of October in the year 2006 before me personally came C. S. YANNIAS to me known, who, being by me duly sworn, did depose and say that such person resides in CHICAGO, ILLINOIS (if the place of residence is in a city, include the street and street number, if any, thereof); that such person is the PRESIDENT (president or other officer or director or attorney in fact duly appointed) of Spring Mountain Vineyard, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

My Commission Expires:

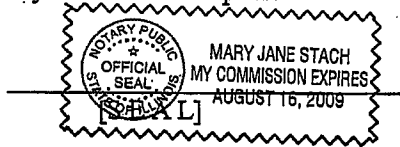


EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

Patent number and date, name of inventor and title of invention as stated in Patent or Patent Application:

NONE

EXHIBIT B TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Trademarks, Trade Names and Services Marks

| <u>Trademark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Application Date</u> | <u>Registration Date</u> |
|-------------------|-------------------|-------------------------|-------------------------|--------------------------|
| Elivette | 75809606 | 2854066 | 09/28/1999 | 09/15/2004 |
| Spring Mountain | 74421064 | 1885177 | 08/03/1993 | 03/21/1995 |
| Chateau Chevalier | 78822757 | pending | 02/24/2006 | pending |