

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONE TRUE VINE, LLC		01/23/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	YORK CREDIT OPPORTUNITIES FUND, L.P.		
Street Address:	767 Fifth Avenue, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2778658	HUNDRED ACRE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8348		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenmanLLP		
Address Line 1:	525 West Monroe, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	334935.00003		
NAME OF SUBMITTER:	Rakhee Verma		
Signature:	/Rakhee Verma/		
Date:	01/25/2007		

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Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of January 23, 2007 (this "Agreement"), made by **ONE TRUE VINE, LLC**, a California limited liability company (together with its successors and assigns, "Grantor") in favor of **YORK CREDIT OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as collateral agent (the "Collateral Agent") under the Collateral Agency Agreement (as hereinafter defined) for the Purchasers (as such term is defined in the Securities Purchase Agreement referred to herein below).

W I T N E S S E T H:

WHEREAS, Grantor, **THE HUNDRED ACRE WINE GROUP, INC.**, a Delaware corporation ("Parent"), **THE HUNDRED ACRE GROUP, LLC**, a California limited liability company ("Hundred Acre Group"), **ONE TRUE VINE, LLC**, a California limited liability company ("One True Vine"), **GOLD WINES, LLC**, a California limited liability company (together with its successors and assigns, "Gold Wines"), **HUNDRED ACRE WINE DISTRIBUTION, LLC**, a California limited liability company (together with its successors and assigns, "Wine Distribution"; Grantor, Hundred Acre Group, One True Vine, Gold Wines, and Wine Distribution, each an "Note Issuer" and collectively, the "Note Issuers"), and the Purchasers (as such term is defined therein, the "Purchasers") are parties to a certain Securities Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Securities Purchase Agreement"), providing for extensions of credit to be made to Grantor and the other Note Issuers by the Purchasers;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, Parent, the other Note Issuers and Collateral Agent ("Security Agreement"), Grantor has granted a security interest to Collateral Agent, for the benefit of itself and the Purchasers, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Securities Purchase Agreement;

WHEREAS, pursuant to that certain Collateral Agency Agreement dated as of the date hereof by and among Purchasers and Collateral Agent (as may be amended, restated or otherwise modified from time to time in accordance with the terms thereof, the "Collateral Agency Agreement"), Purchasers have appointed Collateral Agent to act as their collateral agent with respect to all Collateral; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and Purchasers to enter into the Securities Purchase Agreement, Grantor hereby agrees with the Collateral Agent as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all of Grantor’s copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule I attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Copyright Licenses” shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Intellectual Property” shall mean all present and future Copyrights, Trademarks, Patents and Software, including, without limitation: all trade secrets, know-how and other proprietary information; trademarks, trademark applications, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights and copyright applications (including copyrights for computer programs) and all tangible and intangible property embodying the copyrights; unpatented inventions (whether or not patentable); patents and patent applications; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean collectively, all of the Grantor’s patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule I attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Securities Purchase Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean, all of the Grantor’s: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including recordings, registrations and applications (other than intent to use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks and applications listed in Schedule I attached hereto and renewals thereof; (ii) all goodwill associated with or symbolized by any of the foregoing,; and (iii) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

“Trademark Licenses” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted, assigned and

conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Collateral Agent, for the benefit of itself and the Purchasers, a security interest in Grantor's entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing, except in each case to the extent such assets or personal property are specifically excluded as "Collateral" pursuant to Article II of the Security Agreement (referred to collectively as the "IP Collateral").

3. Protection of Intellectual Property by Grantor. Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

(e) Give the Collateral Agent prompt written notice (with reasonable detail), following the occurrence of any of the following:

(i) Grantor obtaining ownership rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor, that is material to the conduct of its business (other than non-exclusive licenses of software).

(iii) Grantor entering into any new Licenses that are material to the conduct of its business.

(iv) Grantor knowing that any application or registration relating to any material Intellectual Property is reasonably likely to become forfeited, abandoned or dedicated to the public, or of any material adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same.

(f) Not enter into any new Licenses except as provided for in, and pursuant to the terms and provisions of, the Security Agreement (except for all non-exclusive in-licenses of copyrights).

4. **Representations and Warranties.** Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property owned by Grantor as of the date hereof (except for all non-exclusive in-licenses of copyrights).

(b) Except as set forth in Schedule I, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable and, to the best knowledge of the Grantor, no material claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and, to the best knowledge of the Grantor, no material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of the Intellectual Property owned by Grantor or the validity or effectiveness of any of the Intellectual Property owned by Grantor, nor does Grantor know of any valid basis for any such claim.

(d) Grantor owns, or is licensed to use, all Intellectual Property material to the conduct of its business as currently conducted, and Grantor is the sole and exclusive owner, or exclusive or non-exclusive licensee, of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property material to the conduct of its business, other than Permitted Liens and Liens in favor of the Collateral Agent.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Change (as defined in the Securities Purchase Agreement) on the business or the property of Grantor.

(f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

5. **No Violation of Security Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 3(e)(i), 3(e)(ii) and 3(e)(iii) above, all of which shall be deemed to be and treated as “Intellectual Property” within the meaning of this Agreement.

(b) Upon the reasonable request of the Collateral Agent, Grantor shall promptly execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent’s security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Grantor hereby constitutes the Collateral Agent as its attorney-in-fact solely to execute and file all such writings for the foregoing purposes, all acts of such attorney in accordance with the purposes hereof being hereby ratified and confirmed; *provided, however*, the Collateral Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Grantor’s Rights To Enforce Intellectual Property. Prior to the Collateral Agent’s giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Grantor first provides the Collateral Agent with written notice of its intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Collateral Agent, Grantor has failed to take appropriate action within ninety (90) days after such notice is given to Collateral Agent, upon notice to Grantor, the Collateral Agent may (but shall not be required to) itself take such action in the name of Grantor.

(b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, to be applied as provided in Section 14.5 of the Securities Purchase Agreement, as applicable.

(d) Following the occurrence of any Event of Default, the Collateral Agent, by notice to Grantor may terminate, or limit Grantor’s rights under this Section 7.

8. Collateral Agent’s Actions To Protect Intellectual Property. In the event of:

(a) Grantor’s failure, within thirty (30) Business Days of written notice from the Collateral Agent, to cure any failure by Grantor to observe or perform any of Grantor’s covenants, agreements or other obligations hereunder; and/or

- (b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may exercise all rights and remedies as provided for in the Security Agreement and Securities Purchase Agreement.

10. **Collateral Agent as Attorney In Fact.**

(a) Grantor hereby irrevocably constitutes and designates the Collateral Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent or is otherwise provided herein.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Collateral Agent's Rights.** Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Collateral Agent with respect to the IP Collateral with the United States Patent and Trademark

Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Parent, Grantor and other Note Issuers thereunder and the Collateral Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. Termination; Release of IP Collateral. This Agreement and all obligations of Grantor and the Collateral Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in the manner provided for by the applicable Operative Documents and the Securities Purchase Agreement and other Operative Documents are terminated in accordance with the terms of the Securities Purchase Agreement. Upon termination of this Agreement, the Collateral Agent shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Purchasers and their respective successors and assigns.

Section 1.1. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. THIS AGREEMENT AND EACH OPERATIVE DOCUMENT SHALL BE DEEMED TO HAVE BEEN MADE IN NEW YORK, NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES OF SUCH STATE OTHER THAN THE GENERAL OBLIGATIONS LAW SECTION 5-1401. IN ANY COURT PROCEEDING, GRANTOR AGREES TO SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, AND VENUE OF ANY ACTION CONCERNING THIS AGREEMENT OR ANY RELATED DOCUMENT SHALL BE IN NEW YORK COUNTY, NEW YORK. GRANTOR HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF SUCH VENUE AND ANY CLAIM THAT ANY SUCH FORUM IS AN INCONVENIENT FORUM. ANY PROCESS IN ANY SUCH ACTION SHALL BE DULY SERVED IF MAILED BY REGISTERED MAIL, POSTAGE PREPAID, TO GRANTOR AT ITS ADDRESS DESIGNATED IN THE SECURITY AGREEMENT. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

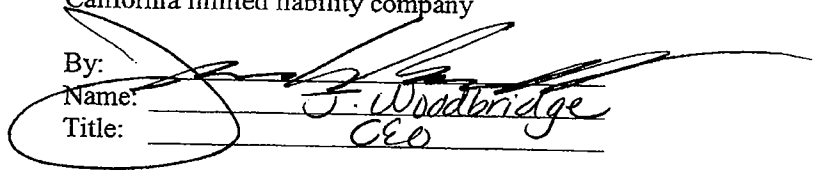
GRANTOR:

HUNDRED ACRE WINE ESTATE, LLC, a
California limited liability company

By: _____

Name: _____

Title: _____

 J. Woodbridge
CEO

COLLATERAL AGENT:

YORK CREDIT OPPORTUNITIES FUND,
L.P., a Delaware limited partnership, as Collateral
Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

**HUNDRED ACRE WINE ESTATE, LLC, a
California limited liability company**

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

**YORK CREDIT OPPORTUNITIES FUND,
L.P., a Delaware limited partnership**

By: Adam J. Semler
Name: Adam J. Semler
Title: CFO

Schedule I

Group Marks	Serial #	Registration Date
Hundred Acre	2778658	October 28, 2003