

Form PTO-1594
1-31-92

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Our Ref.: JTH-349-10

2

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450 **By Fax: 571 273 0140**

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Frost Wines, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: <u>Limited Liability Company</u></p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Trademark Security Agreement</u></p> <p>Execution Date: <u>July 31, 2007</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>New York Business Development Corporation</u> Internal Address: _____ Street Address: <u>50 Beaver Street (P.O. Box 738)</u> _____ City: <u>Albany</u> State/Country: <u>New York</u> Zip: <u>12207</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Designations must be a separate document from Assignment) Additional name/s & address/es attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

<p>A. Trademark Application No.(s) (1) _____ (2) _____ (3) _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s) (1) <u>1,202,935 (Serial No. 73/280,317)</u> (2) _____ (3) _____</p> <p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>
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5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James T. Hosmer
Internal Address: _____
Street Address: Nixon & Vanderhye P.C.
901 North Glebe Road
11th Floor
City Arlington State: VA Zip: 22203

DO NOT USE THIS SPACE

9. Statements and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James T. Hosmer August 9, 2007
Name of Person Signing Signature Date

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

JTH:lsp

CH \$40.00 141140 1202936

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between **FROST WINES, LLC D/B/A HERMANN J. WIEMER VINEYARD**, a New York limited liability company ("Debtor"), having a place of business at 3962 Route 14 (P.O. Box 38), Dundee, New York 14834, and **NEW YORK BUSINESS DEVELOPMENT CORPORATION**, a corporation organized and existing under Article V-A of the New York Banking Law, having its principal place of business located at 50 Beaver Street (P.O. Box 738), City and County of Albany, State of New York 12207 (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH

WHEREAS, Debtor and Secured Party have entered into that certain Loan and Security Agreement dated July 31, 2007 (the "Security Agreement"; all capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in, among other things, all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks (collectively referred to herein as the "Trademarks" and each individually a "Trademark"), together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark licenses (collectively referred to herein as the "Trademark Licenses" and each individually a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Collateral (as defined in the Security Agreement) covered by the Security Agreement, is in confirmation of the existing and continuing lien and security interest granted under the Security Agreement:

- (1) each Trademark, Trademark registration ("Trademark Registration") and Trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark 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.

No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

This Agreement may be amended only by a written instrument signed by both parties hereto.

The Loan is made under a SBA nationwide program that uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations (i) when the SBA is holder of the Note, this document and all other documents evidencing or securing this Loan will be construed in accordance with federal law; and (ii) the Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using state or local procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the Loan. Any clause in this document requiring arbitration is not enforceable when the SBA is the holder of the Note.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR: FROST WINES, LLC D/B/A HERMANN J. WIEMER VINEYARD

By: [Signature]
Frederick T. Merwarth, CEO and Member

SECURED PARTY: NEW YORK BUSINESS DEVELOPMENT CORPORATION

By: [Signature]
Michael L. Kinum, Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 31st day of July, in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL L. KINUM**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

PETER GROSSMAN
Notary Public, State of New York
No. 02GR4643226
Qualified in Tompkins County
Commission Expires August 31, 2009

JANNA G. CZERNICKI
Notary Public, State of New York
No. 01CZ676457
Qualified in Schenectady County
Commission Expires June 24, 2010

STATE OF NEW YORK)
) ss:
COUNTY OF TOMPKINS)

On the 31st day of July, in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared **FREDERICK T. MERWARTH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

PETER GROSSMAN
Notary Public, State of New York
No. 02GR4643226
Qualified in Tompkins County
Commission Expires August 31, 2009

MICHAEL L. KINUM
Notary Public, State of New York
No. 02K013778
Qualified in Albany County
Commission Expires September 28, 2010

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS:

See Attached.

TRADEMARK LICENSES:

See Attached.

TRADEMARK REGISTRATION:

See Attached.

TRADEMARK APPLICATION:

See Attached.



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Hermann J. Wiemer

Word Mark	HERMANN J. WIEMER
Goods and Services	IC 033. US 047. G & S: Wine. FIRST USE: 19800701. FIRST USE IN COMMERCE: 19800701
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	20.03.10 - Alcohol bottle labels; Bottles, labels for alcohol bottles; Labels, alcohol bottles 24.01.02 - Shields or crests with figurative elements contained therein or superimposed thereon 24.11.01 - Crowns closed at the top
Serial Number	73280317
Filing Date	October 3, 1980
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	May 4, 1982
Registration Number	1202935
Registration Date	July 27, 1982
Owner	(REGISTRANT) Wiemer; Hermann J. d.b.a. Hermann J. Wiemer Vineyards INDIVIDUAL FED REP GERMANY P.O. Box 4 Dundee NEW YORK 14837 (LAST LISTED OWNER) HERMANN J. WIEMER VINEYARD, INC. CORPORATION BY ASSIGNMENT NEW YORK P.O. BOX 38 3862 ROUTE 14 DUNDEE FLORIDA 14837
Assignment Recorded	ASSIGNMENT RECORDED

Trademark Electronic Search System (TESS)

Page 2 of 2

Attorney of Record STEPHEN L. BAKER
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20020926.
Renewal 1ST RENEWAL 20020926
Live/Dead Indicator LIVE

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4/14/2007

RECORDED: 08/09/2007

TRADEMARK
REEL: 003598 FRAME: 0314