

08-20-2007



FORM COVER SHEET

MARKS ONLY

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To the L

103437915

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BIVIO 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

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) July 12, 2007

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

West Coast Credit Services, Inc.

Internal Address: P.O. Box 789

Street Address: \_\_\_\_\_

City: Ceres

State: CA

Country: USA Zip: 95307

- Association
  - General Partnership
  - Limited Partnership
  - Corporation
  - Other \_\_\_\_\_
- Citizenship California, USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77000203

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

Bivio

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

August 13, 2007

Date

Matthew Pacher

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

08/17/2007 DBYRNE 0000053 77000203

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40.00 OP

TRADEMARK  
REEL: 003607 FRAME: 0073

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of July 12, 2007, is entered into by and between BIVIO 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 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, 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 or at any time becomes 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

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TRADEMARK

REEL: 003607 FRAME: 0074

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 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.

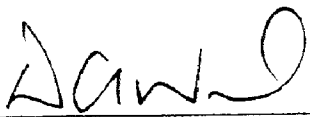
3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest 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.

4. Trademark License Agreement. Notwithstanding any other representation contained herein, Grantor has disclosed to Lender and Lender has approved that certain Sales and Marketing and Trademark License Agreement of even date herewith, by and between Grantor and 585 WinePartners, LLC, a California limited liability company.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"

BIVIO WINE COMPANY, LLC

By:   
Name: DOUGLAS A WALKER  
Title: COO/CEO

"Lender"

WEST COAST CREDIT SERVICES, INC.

By: \_\_\_\_\_  
Name: Fred T. Franzia  
Title: Chief Executive Officer

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 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.

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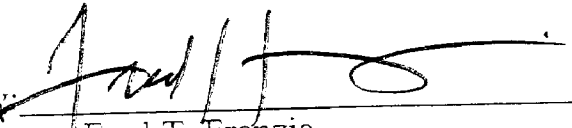
"Grantor"

BIVIO WINE COMPANY, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Lender"

WEST COAST CREDIT SERVICES, INC.

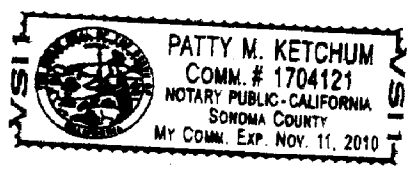
By:   
Name: Fred T. Franzia  
Title: Chief Executive Officer

STATE OF CALIFORNIA  
COUNTY OF Sonoma

On this 12<sup>th</sup> day of July, in the year 2007, before me, Patty M. Ketchum a  
Notary Public in and for the State of California, personally appeared Douglas A. Walker  
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and he/~~she~~/~~they~~  
acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~),  
and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Patty M. Ketchum*  
Notary Public



This area for official notarial seal.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2007, before me, \_\_\_\_\_ a  
Notary Public in and for the State of California, personally appeared \_\_\_\_\_  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
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Signature \_\_\_\_\_  
Notary Public

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COUNTY OF \_\_\_\_\_

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Signature \_\_\_\_\_  
Notary Public

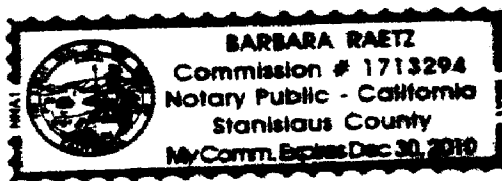
This area for official notarial seal.

STATE OF CALIFORNIA  
COUNTY OF Stanislaus

On this 11 day of July, in the year 2007, before me, Barbara Raetz a  
Notary Public in and for the State of California, personally appeared Fred J. Hanson  
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and he/~~she/they~~  
acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies),  
and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara Raetz  
Notary Public



This area for official notarial seal.

SCHEDULE 1  
(Part A)

TRADEMARKS

Registered Trademarks Owned By Grantor Prior To And On The Closing Date

None

Unregistered Trademarks (Applications Pending)

<u>Trademarks</u>	<u>Registration Application Serial Number</u>
BIVIO	77000203

SCHEDULE I  
(Part B)

DOMAIN NAME

None



SCHEDULE I  
(Part C)

COPYRIGHTS

None.

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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").

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  - (a) all of its Trademarks and all Trademark Applications to which it is or at any time becomes 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 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.

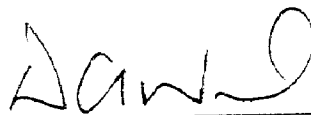
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By:   
Name: DOUGLAS A WALKER  
Title: COO/CEO

"Lender"

WEST COAST CREDIT SERVICES, INC.

By: \_\_\_\_\_  
Name: Fred T. Franzia  
Title: Chief Executive Officer

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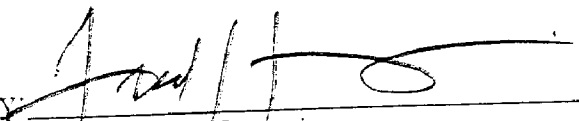
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Lender"

WEST COAST CREDIT SERVICES, INC.

By:   
Name: Fred T. Franzia  
Title: Chief Executive Officer

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WITNESS my hand and official seal.

Signature *Patty M. Ketchum*  
Notary Public



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STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2007, before me, \_\_\_\_\_ a Notary Public in and for the State of California, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and he/~~she~~/~~they~~ acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature \_\_\_\_\_  
Notary Public

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COUNTY OF \_\_\_\_\_

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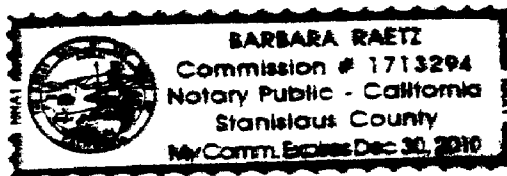
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SCHEDULE 1  
(Part A)

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None

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<u>Trademarks</u>	<u>Registration Application Serial Number</u>
BIVIO	77000203

SCHEDULE I  
(Part B)

DOMAIN NAME

None



SCHEDULE I  
(Part C)

COPYRIGHTS

None.