

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                    |
|-----------------------|--------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT     |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type                         |
|----------------------------------|----------|----------------|-------------------------------------|
| Domaine Select Wine Estates, LLC |          | 12/07/2007     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                   |                       |
|-------------------|-----------------------|
| Name:             | Wave Holdings, Inc.   |
| Street Address:   | 100 Jericho Quad      |
| Internal Address: | Suite 343             |
| City:             | Jericho               |
| State/Country:    | NEW YORK              |
| Postal Code:      | 11753                 |
| Entity Type:      | CORPORATION: NEW YORK |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number   | Word Mark    |
|----------------------|----------|--------------|
| Serial Number:       | 77314433 | PAYANA       |
| Serial Number:       | 78879423 | QUATTRO MANI |
| Registration Number: | 3289048  | WACA         |
| Registration Number: | 2239571  | PRIMA TERRA  |
| Serial Number:       | 77016852 | BORGO M      |

**CORRESPONDENCE DATA**

Fax Number: (212)277-6501  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212.277.6500  
 Email: TepperC@dicksteinshapiro.com  
 Correspondent Name: Chad Tepper  
 Address Line 1: 1177 Avenue of the Americas  
 Address Line 2: Dickstein Shapiro LLP  
 Address Line 4: New York, NEW YORK 10036

OP \$140.00 77314433

|  |               |
|--|---------------|
| ATTORNEY DOCKET NUMBER:  | S8935.0000    |
| NAME OF SUBMITTER:   | Chad Tepper   |
| Signature:   | /Chad Tepper/ |
| Date:  | 12/10/2007    |
| Total Attachments: 6<br>source=ip security agmt#page1.tif<br>source=ip security agmt#page2.tif<br>source=ip security agmt#page3.tif<br>source=ip security agmt#page4.tif<br>source=ip security agmt#page5.tif<br>source=ip security agmt#page6.tif |               |

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**DATED AS OF DECEMBER 7, 2007**

**between**

**DOMAINE SELECT WINE ESTATES, LLC  
as Grantor,**

**and**

**WAVE HOLDINGS, INC.,  
as Grantee**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, supplemented or otherwise modified from time to time the "IP Security Agreement"), dated as of December 7, 2007, is made by Domaine Select Wine Estates, LLC, a Delaware limited liability company (the "Grantor") in favor of Wave Holdings, Inc., a New York Corporation (together with any successor, assignee, participant or other transferee, "Grantee"). Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Business Loan and Security Agreement dated as of the date hereof by and between the Grantor, as borrower, and Grantee, as lender (the "Loan and Security Agreement").

**WHEREAS**, Grantee has agreed to loan Grantor up to the Maximum Amount pursuant to the Loan and Security Agreement.

**WHEREAS**, in connection with the Loan and Security Agreement, for the security and benefit of Grantee, the Grantor has granted Grantee a security interest in the Collateral described therein, including certain intellectual property of the Grantor, and has agreed as a condition thereof, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Grant of Security. For the benefit of Grantee; the Grantor hereby grants as security for the prompt payment of the principal of, interest on, and all other amounts due with respect to, the Loans and to secure the performance and observance by the Grantor of all the agreements, covenants and provisions contained herein, in the Loan and Security Agreement and in the other Loan Documents, and the prompt payment of any and all Obligations and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Grantor has granted, bargained, sold, assigned, transferred, conveyed, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, pledge and confirm unto Grantee and its successors and assigns, for their security and benefit, a security interest in and Lien on all right, title and interests of the Grantor in, to and under the following described property, rights, interests and privileges, whether now owned or hereafter acquired by the Grantor, and wherever located (the "Collateral");

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties of conventions, all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all Proceeds of any and all of the foregoing.

Section 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations of the Grantor under the Loan Documents.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Grantee, and the terms of the termination and release thereof, with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Unless otherwise expressly provided in this IP Security Agreement, if any provision contained in this IP Security Agreement conflicts with any provision of any other Loan Documents, the provision contained within Loan and Security Agreement shall govern and control; provided, that the inclusion of supplemental rights or remedies in favor of Grantee in any other Loan Documents shall not be deemed a conflict with this IP Security Agreement.

Section 6. Notices. All notices and other communication required hereunder or in connection herewith shall be in writing and given in accordance with Section 9.3 of the Loan and Security Agreement.

Section 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the law of the State of New York.

**IN WITNESS WHEREOF**, the Grantor and the Grantee have caused this IP Security Agreement to be duly executed and delivered as of the date first above-written.

DOMAINE SELECT WINE ESTATES, LLC  
as Grantor

By: Amzi  
Name: Allison Domeneqheff  
Title: Member C.O.O

WAVE HOLDINGS, INC.  
as Grantee

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

**IN WITNESS WHEREOF**, the Grantor and the Grantee have caused this IP Security Agreement to be duly executed and delivered as of the date first above-written.

DOMAINE SELECT WINE ESTATES, LLC  
as Grantor

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

WAVE HOLDINGS, INC.  
as Grantee

By: Eugen D. Toma  
Name:  
Title:

**SCHEDULE A**  
Trademarks and Service Marks

| <b>Mark</b>  | <b>Serial No/<br/>Registration<br/>No.</b> |
|--------------|--|
| PAYANA       | A – 77/314,433                             |
| BORGO M      | A – 77/016,852                             |
| QUATTRO MANI | A – 78/879,423                             |
| WACA         | R – 3,289,048                              |
| PRIMA TERRA  | R – 2,239,571                              |