

**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             |
| Kooka Wines, Inc.     |                   | 07/01/2008     | CORPORATION: WASHINGTON |

|                      |  |
|----------------------|--|
| RECEIVING PARTY DATA |  |
| Name:                | GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as Agent |
| Street Address:      | 500 West Monroe Street   |
| City:                | Chicago  |
| State/Country:       | ILLINOIS   |
| Postal Code:         | 60601  |
| Entity Type:         | CORPORATION: DELAWARE  |

PROPERTY NUMBERS Total: 9

| Property Type        | Number   | Word Mark                                    |
|----------------------|----------|--|
| Registration Number: | 2230941  | FAT BASTARD                                  |
| Registration Number: | 3080190  | FLYING FISH                                  |
| Registration Number: | 3197412  | ROOT:1                                       |
| Registration Number: | 3037452  | THIERRY AND GUY                              |
| Serial Number:       | 76638932 | 2 UP   |
| Serial Number:       | 76654183 | CLEAN SLATE                                  |
| Serial Number:       | 78903984 | FAT BASTARD                                  |
| Serial Number:       | 77064377 | FAT BASTARD BONAFIDE · FAT BASTARD · FB 2005 |
| Serial Number:       | 77172482 | HIGH NOTE                                    |

|  |                              |
|--|------------------------------|
| CORRESPONDENCE DATA  |                              |
| Fax Number:  | (312)577-4688                |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                              |
| Phone:   | (312)577-8416                |
| Email:   | carole.dobbins@kattenlaw.com |

CH \$240.00 2230941

Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 215434-00158     |
| NAME OF SUBMITTER:      | Carole Dobbins   |
| Signature:              | /Carole Dobbins/ |
| Date:                   | 07/02/2008       |

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of July, 2008 by Kooka Wines, Inc., a Washington corporation ("Grantor") in favor of GE Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

### W I T N E S S E T H

WHEREAS, Winebow, Inc., a Delaware corporation ("Borrower"), and Grantee are parties to a certain Amended and Restated Credit Agreement dated as of August 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower indirectly owns all of the issued and outstanding capital stock of Grantor and Grantor has agreed to guaranty the payment and performance of the Obligations pursuant to that certain Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by and between Grantor and Grantee;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of all Obligations of Grantor under the Guaranty;

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

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Guaranty, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)


infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**KOOKA WINES, INC.**, a Washington corporation

  
Name: Peter Click  
Title: President

AGREED AND ACCEPTED  
As of the Date First Above Written

**GE BUSINESS FINANCIAL SERVICES INC.**

(formerly known as Merrill Lynch Business  
Financial Services Inc.), as Agent

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

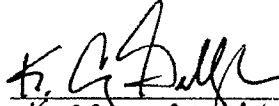
**KOOKA WINES, INC.**, a Washington corporation

\_\_\_\_\_  
Name: Peter Click  
Title: President

AGREED AND ACCEPTED  
As of the Date First Above Written

**GE BUSINESS FINANCIAL SERVICES INC.**

(formerly known as Merrill Lynch Business  
Financial Services Inc.), as Agent

By:   
Name: K. G. Dull  
Title: July August 1985 SIGNATORY

**SCHEDULE A**

**UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS**

| <b>Mark</b>   | <b>Owner(s)</b>   | <b>Application/<br/>Registration No.</b> | <b>Filing/Registration Date</b> |
|---|---|--|---------------------------------|
| 2 Up  | (1) Kooka Wines, Inc. (75%)<br>(2) Kangarilla Road Pty. Ltd. (25%)          | 76/638,932                               | 5/19/2006                       |
| Clean Slate   | (1) Kooka Wines, Inc. (75%)<br>(2) Moselland EG Winzer-genossenschaft (25%) | 76/654,183                               | 1/25/2006                       |
| Fat Bastard (typed drawing)                           | (1) Kooka Wines, Inc. (50%)<br>(2) Gabriel Meffre (50%)                     | 2,230,941                                | 3/9/1999                        |
| Fat Bastard (standard character mark)                 | (1) Kooka Wines, Inc. (50%)<br>(2) Gabriel Meffre (50%)                     | 78/903,984                               | 6/8/2006                        |
| Fat Bastard Bonafide Fat Bastard FB 2005 (and design) | (1) Kooka Wines, Inc. (50%)<br>(2) Gabriel Meffre (50%)                     | 77/064,377                               | 12/14/2006                      |
| Flying Fish   | (1) Kooka Wines, Inc. (75%)<br>(2) Milbrandt Vineyards, Inc. (25%)          | 3,080,190                                | 4/11/2006                       |
| High Note   | (1) Kooka Wines, Inc. (75%)<br>(2) Puerto Ancona S.A. (25%)                 | 77/172,482                               | 5/3/2007                        |
| Homegrown   | Kooka Wines, Inc.   | 78/902,509<br>(intent to use)            | 6/7/2006                        |
| Root:1  | (1) Kooka Wines, Inc. (50%)<br>(2) Viña Ventisquero Ltda. (50%)             | 3,197,412                                | 1/9/2007                        |
| Thierry and Guy                                       | Kooka Wines, Inc.   | 3,037,452                                | 1/3/2006                        |
| 300 Sundays   | Kooka Wines, Inc.   | 77/193417<br>(intent to use)             | 5/30/07                         |
| 10 by 10  | Kooka Wines, Inc.   | 77/477036<br>(intent to use)             | 5/16/08                         |
| Spanish Sons  | Kooka Wines, Inc.   | 77/476689<br>(intent to use)             | 5/16/08                         |
| Ten X Ten   | Kooka Wines, Inc.   | 77/476634<br>(intent to use)             | 5/16/08                         |