

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eight Estates Fine Wines, LLC, as Grantor		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	1647598	ATLAS PEAK
Registration Number:	1471598	ATLAS PEAK VINEYARDS
Registration Number:	2289085	BUENA VISTA
Registration Number:	0438515	BUENA VISTA
Registration Number:	2534626	BUENA VISTA CLASSICS
Registration Number:	1502412	CHAARBLANC
Registration Number:	1519104	DOMAINE BUENA VISTA
Registration Number:	1119391	HARASZTHY
Registration Number:	0433475	HARASZTHY
Registration Number:	2137439	TULA VISTA
Registration Number:	2040214	COVEY RUN
Serial Number:	75112902	GARY FARRELL
Registration Number:	2267810	ENCOUNTER
Registration Number:	1003822	GEYSER PEAK

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Registration Number:	1019577	GEYSER PEAK WINERY
Registration Number:	3341379	ASCENTIA
Registration Number:	1586023	RESERVE ALEXANDRE
Registration Number:	3349295	WALKING TREE
Serial Number:	78758715	STE. CHAPELLE
Registration Number:	3121511	XY ZIN
Serial Number:	78558547	RAMAL ROAD

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1686070
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	08/01/2008

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 9, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Eight Estates Fine Wines, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(c) all renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Provided, however, that the above described Trademark Collateral shall not include any of the Excluded Property, as such term is defined in the Guaranty and Security Agreement.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

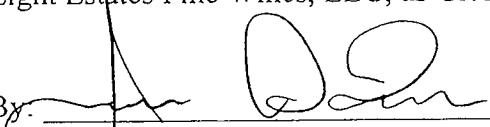
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Eight Estates Fine Wines, LLC, as Grantor

By:   
Name: James DeBonis  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

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

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Eight Estates Fine Wines, LLC, as Grantor

By: \_\_\_\_\_

Name: James DeBonis

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:



Name: Pamela Esker

Title: duly authorized signatory

[Signature page to Trademark Security Agreement]

Schedule I

Trademark	Country	Serial or Registration No.	Expires
Atlas Peak	USA	1,647,598	6/11/11
Atlas Peak Vineyards	USA	1,471,598	1/5/18
Buena Vista	USA	2289085	10/26/09
Buena Vista Stylized	USA	0438515	
Buena Vista Classics	USA	2534626	8&15 due 1/29/08 Renewal due 1/19/2012
Chaarblanc	USA	1502412	08/30/08
Domaine Buena Vista	USA	1519104	1/3/09
Haraszyhy & Design	USA	1119391	5/29/09
Haraszthy Stylized	USA	0433475	10/14/07
Tula Vista	USA	2137439	2/17/08
Covey Run	USA	2040214	02/25/17
Gary Farrell	USA	75,112,902	6/17/17
Encounter	USA	2267810	8/3/09
Geyser Peak	USA	1003822	2/4/15
Geyser Peak Winery	USA	1019577	9/2/15
Ascentia	USA	3,341,379	8&15 due 11/20/13; Renewal due 11/20/17
Reserve Alexandre	USA	1586023	3/6/10
Walking Tree	USA	3349295	8&15 due 12/04/13; Renewal due 12/04/17
Ste. Chapelle	USA	78/758,715	N/A
XY Zin	USA	3121511	8&15 due 7/25/12; Renewal due 7/25/16
Ramal Road	USA	78/558,547	Statement of Use due 7/10/08