

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
Chimney Rock Winery LLC		11/17/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 South Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1372913	CHIMNEY ROCK	
Registration Number:	1927751	ELEVAGE	
Registration Number:	3321686	ELEVAGE BLANC	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		
Signature:	/lk/		

OP \$90.00 1372913

Date:

11/17/2008

Total Attachments: 7

source=Terlato.Chimney.FinalTSA#page1.tif

source=Terlato.Chimney.FinalTSA#page2.tif

source=Terlato.Chimney.FinalTSA#page3.tif

source=Terlato.Chimney.FinalTSA#page4.tif

source=Terlato.Chimney.FinalTSA#page5.tif

source=Terlato.Chimney.FinalTSA#page6.tif

source=Terlato.Chimney.FinalTSA#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2008, by and between CHIMNEY ROCK WINERY LLC, a California limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, the Grantor, Terlato Wine Group, Ltd., a Delaware corporation, Paterno Imports, Ltd., an Illinois corporation, AW Holdings, LLC, a California limited liability company, Alderbrook Winery, LLC, a California limited liability company, Rutherford Hill Winery, a California corporation, IPC Aviation Inc., a Delaware corporation, Vintrio Corporation, an Illinois corporation, the other Grantors therein and Agent, for the benefit of Lenders, have entered into that certain Security Agreement dated as of November 14, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any

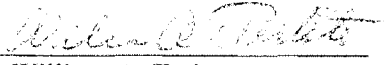
Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

CHIMNEY ROCK WINERY LLC

By: 
Name: William A. Terlato
Its: Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Its: _____

[Signature Page to Chimney Rock Winery LLC Trademark Security Agreement]

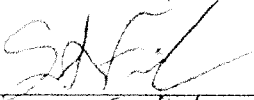
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHIMNEY ROCK WINERY LLC

By: _____
Name: William A. Terlato
Its: Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By:  _____
Name: Ryan Fairbridge
Its: Senior Vice President

[Signature Page to Chimney Rock Winery LLC Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks:

Case Number	Trademark	Country	Status	Classes & Goods	Application Number	Filing Date	Registration Number	Registration Date	Action Due	Due Date
77126-061	CHIMNEY ROCK	Australia	Registered	Class 33 for wine	1136501	09/19/06	1136501	05/14/08	Renewal	09/19/16
77126-022	CHIMNEY ROCK	Canada	Allowed	Canada does not designate class Wine	1309724	07/10/06	n/a	n/a	Declaration of Use	07/10/09
77126-135	CHIMNEY ROCK	China	Registered	Class 33 for wine	2001137506	01/08/01	1966272	09/14/02	Renewal	09/13/12
77126-075	CHIMNEY ROCK	European Community	Registered	Class 33 for wine	003143195	04/23/03	003143195	05/05/04	Renewal	04/23/13
77126-049	CHIMNEY ROCK	European Community	Registered	Class 33 for alcoholic beverages, wine	3312162	08/13/03	3312162	01/28/05	Renewal	08/13/13
77126-200	CHIMNEY ROCK	New Zealand	Registered	Class 33 for alcoholic beverages (excluding beers) including wine	752643	08/03/06	752643	02/08/08	Renewal	08/03/16
77126-054	CHIMNEY ROCK	New Zealand	Registered	Class 33 for alcoholic beverages (excluding beers) including wine	684755	08/13/03	684755	08/13/03	Renewal	08/13/10

Case Number	Trademark	Country	Status	Classes & Goods	Application Number	Filing Date	Registration Number	Registration Date	Action Due	Due Date
77126-124	CHIMNEY ROCK	Taiwan	Registered	Class 33 for wine	90-026896	06/29/01	1005836	07/01/02	Renewal	07/01/12
77126-118	CHIMNEY ROCK	U.S.	Registered	Class 33 for wine	73/470,622	03/16/84	1,372,913	11/26/85	Renewal	11/26/15
77126-130	CHIMNEY ROCK WINERY	Japan	Registered	Class 33 for wine	2001-57716	06/25/01	4553864	03/22/02	Renewal	03/22/12
77126-042	ELEVAGE	Australia	Registered	Class 33 for wine	1136500	09/19/06	1136500	11/26/07	Renewal	09/19/16
77126-021	ELEVAGE	Canada	Registered	Canada does not designate class Wine	1309723	07/10/06	710482	03/31/08	Renewal	03/31/23
77126-031	ELEVAGE	European Community	Registered	Class 33 for wine	3312551	08/13/03	3312551	01/28/05	Renewal	08/13/13
77126-035	ELEVAGE	New Zealand	Registered	Class 33 for alcoholic beverages (excluding beers) including wine	684756	08/13/03	684756	08/13/03	Renewal	08/13/10
77126-201	ELEVAGE	New Zealand	Registered	Class 33 for alcoholic beverages (excluding beers) including wine	752644	08/03/06	752644	02/08/08	Renewal	08/03/16
77126-112	ELEVAGE	U.S.	Registered	Class 33 for wine	74/569,614	09/16/94	1,927,751	10/17/95	Renewal	10/17/15
77126-026	ELEVAGE BLANC	U.S.	Registered	Class 33 for wine	78/897,980	06/01/06	3,321,686	10/23/07	8&15 Renewal	10/23/13 10/23/17

Copyrights and Patents:

None.