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O:ASA E. PHILLIPS III, ESQ. COMPANY:CLARKIN, SAWYER & PHILLIPS, P.C.

04/10/2009 14:13 FAX 7812377580

CLARKIN SAWYER PHILLIPS

004/017

04/10/2009
700405175

Form PTO-1594 (Rev. 01-09)

OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Geerlings & Wade, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Massachusetts
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) March 25, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ NoName: Gordon Romer

Internal _____

Address: _____

Street Address: 2 Avery Street 24ECity: BostonState: MACountry: USAZip: 02114

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Individual _____ Citizenship United States
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) _____

B. Trademark Registration No.(s) _____

SEE ATTACHED CONTINUATION SHEET

Additional sheet(s) attached? ☒ Yes ☐ No

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

SEE ATTACHED CONTINUATION SHEET

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Asa E. Phillips III, Esq.Internal Address: Clarkin, Sawyer & Phillips, P.C.Street Address: 20 William Street Suite G-75City: WellesleyState: MAZip: 02481Phone Number: 781-431-2525Fax Number: 781-237-7580Email Address: asap@csplaw.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(5) & 3.41) \$ 415.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

April 10, 2009

Date

John R. Cavanaugh

Name of Person Signing

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

14

Documents to be recorded (including cover sheet) should be filed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

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TRADEMARK
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CONTINUATION SHEET TO RECORDATION FORM COVER SHEET**Continuation to Item No. 2 Name and address of receiving party(ies)**

Name:	Huib Geerlings
Street Address:	40 Winthrop Street
City:	Charlestown
State:	MA
Country: US	Zip: 02129
Other: Individual	Citizenship: Dutch
Name:	James C. Curvey
Street Address:	LeJardin, 250 Boylston Street
City:	Boston
State:	MA
Country: US	Zip: 02116
Other: Individual	Citizenship: United States
Name:	Robert L. Webb
Street Address:	52 Pine Ridge Road
City:	Westford
State:	MA
Country: US	Zip: 01886
Other: Individual	Citizenship: United States
Name:	John J. Remondi
Street Address:	300 Boylston Street, Suite 507
City:	Boston
State:	MA
Country: US	Zip: 02116
Other: Individual	Citizenship: United States
Name:	John Murphy
Street Address:	71 Fearing Drive
City:	Westwood
State:	MA
Country: US	Zip: 02090
Other: Individual	Citizenship: United States

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CONTINUATION SHEET TO RECORDATION FORM COVER SHEETContinuation to Item Nos. 4 A & B

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
BENTGATE	76581143	2987927
BLACK SHADOW	78716454	3272914
DELLA CRESTA	78900453	3354263
DEVINA ESTATES	78707156	3126850
GIOVINA	76601162	3121240
GLASSMOON RISING	76586658	3127363
LEAFWING	78707169	3126851
MANGROVE	76575453	2981619
PEDRETTI	76568629	2946902
STEEPLE STREET	76575455	2981621
TANGLEROSE	78716467	3272915
TERRE DES ANGES	78707179	3173610
VERONICA CREEK	78716444	3303929
WOODVALE ESTATES	76575454	2981620
TRIA	78707199	3132702
THE TRAVELING VINEYARD	76509379	2872418

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TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of March 25, 2009, is made by and between GEERLINGS & WADE, INC., a Massachusetts corporation having a business location at 45 Braintree Hill Road, Braintree MA 02184 (the "Debtor"), and Gordon Romer, Huib E. Geerlings, James Curvey, Robert Webb, John J. Ramondi and John Murphy (collectively, the "Secured Parties").

Recitals

The Debtor and the Secured Parties are parties to a Term Loan Agreement (the "Term Loan Agreement") and a Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Parties may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Parties have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Debtor may now or at any time hereafter owe to the Secured Parties, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Credit Obligations (as defined in the Loan Agreement).

"Permitted License" shall mean the Trademark License Agreement dated May 28, 2004 between Debtor and Lo Spuntino L.L.C.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) those trademarks, service marks, collective membership marks, registrations and applications for registration for each listed on Exhibit A attached hereto, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and

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damages therefor, (iv) and licenses thereunder, and (v) any additional trademarks acquired by the Debtor in the future. Trademarks shall not include any of the trademarks and associated rights (the "Excluded Marks") sold by the Debtor to The Winetasting Network on March 25, 2009 pursuant to the terms of that certain Asset Purchase Agreement of March 25, 2009.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Parties a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) Trademarks. Exhibit A accurately lists those Trademarks of the Debtor that are currently owned or controlled by the Debtor as of the date hereof and in which the Debtor hereby grants a security interest and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es) and other than the Excluded Marks), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Parties with a replacement Exhibit A, which upon acceptance by the Secured Parties shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Parties of such item(s) and cause such Affiliate to execute and

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deliver to the Secured Parties a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except the Permitted License. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except the Permitted License, and (ii) will keep all Trademarks free and clear of all Liens except the Permitted License.

(e) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the prior written consent of a Majority of the Lenders (as defined in the Term Loan Agreement).

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding the Permitted License.

(g) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Parties: (i) sufficient written notice, of at least 30 days, to allow the Secured Parties to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Parties' Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Parties give the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Trademark, the Secured Parties may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties' own name) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

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(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Parties' taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Parties, or their delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Trademarks.** The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Parties may, at its option, take any or all of the following actions:

(a) The Secured Parties may exercise any or all remedies available under the Loan Agreement.

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(b) The Secured Parties may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Parties may enforce the Trademarks and any licenses thereunder, and if Secured Parties shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Parties, do any and all lawful acts and execute any and all proper documents required by Secured Parties in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Parties. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties's rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Parties shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties's acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Parties to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[CONTINUED ON THE FOLLOWING PAGE]

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

WITNESS:

BORROWER:

GEERLINGS & WADE, INC.

By

Name: Gordon Romer

Title: President

COMMONWEALTH OF MASSACHUSETTS

Worcester

COUNTY

On this 24th day of March, 2009, before me, the undersigned notary public, personally appeared Gordon Romer, President of Geerlings & Wade, Inc., proved to me through satisfactory evidence of identification, which was based on my personal knowledge of his identity, to be the person whose name is signed on behalf of Geerlings & Wade, Inc. on the preceding or attached document, and acknowledged to me that he so signed it voluntarily for its stated purpose.

Asst. Notary
Notary Public

Print Name:

[SIGNATURES OF SECURED PARTIES CONTINUED ON THE FOLLOWING PAGE]



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013/017

[SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT DATED MARCH 25, 2009]

WITNESS:



SECURED PARTY:


GORDON ROMER

WITNESS:



SECURED PARTY:


HUBERT E. GEERLINGS

WITNESS:

SECURED PARTY:

JAMES CURVEY

WITNESS:



SECURED PARTY:


ROBERT WEBB

WITNESS:

SECURED PARTY:

JOHN J. REMONDI

WITNESS:

SECURED PARTY:

JOHN MURPHY

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(SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT DATED MARCH 23, 2009)

WITNESS:

SECURED PARTY:

Gordon Rimmer

WITNESS:

SECURED PARTY:

HUBB E. GREELINGS

WITNESS:

SECURED PARTY:

Charles A. HaysJ. C. Curvey
JAMES CURVEY

WITNESS:

SECURED PARTY:

ROBERT WEBB

WITNESS:

SECURED PARTY:

JOHN J. REMONDI

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WITNESS:

SECURED PARTY:

GORDON ROMER

WITNESS:

SECURED PARTY:

HUBB E. GIBBLINGS

WITNESS:

SECURED PARTY:

JAMES CURVEY

WITNESS:

SECURED PARTY:

ROBERT WEBB

WITNESS:

SECURED PARTY:

-19-5

JOHN J. REMONDI

WITNESS:

SECURED PARTY:

JOHN MURPHY

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SECURED PARTY:

JAMES CURVEY

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ROBERT WEBB

WITNESS:

SECURED PARTY:

JOHN J. REMONDI

WITNESS:

SECURED PARTY:




JOHN MURPHY

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EXHIBIT AUNITED STATES ISSUED TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
BENTGATE	76581143	2987927
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