

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
INERTIA BEVERAGE GROUP, INC.		06/08/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3379470	POWERING THE WINE REVOLUTION	
Registration Number:	3383070	RETHINK ENGINE	
Serial Number:	78788785	RETHINK WINE	
Serial Number:	78788778	RETHINK WINE TRADE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$115.00 3379470

ATTORNEY DOCKET NUMBER:	036703-1264 IBG
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/30/2009
Total Attachments: 5 source=Inertia Beverage signed IPSA#page1.tif source=Inertia Beverage signed IPSA#page2.tif source=Inertia Beverage signed IPSA#page3.tif source=Inertia Beverage signed IPSA#page4.tif source=Inertia Beverage signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2009 by and between COMERICA BANK ("Bank") and INERTIA BEVERAGE GROUP, INC. ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Loan and Security Agreement dated as of December 11, 2006, as amended from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of March 27, 2007, and that certain Second Amendment to Loan and Security Agreement dated as of January 22, 2008 and that certain Third Amendment to Loan and Security Agreement dated as of September 23, 2008 (collectively, the "Loan Agreement"). Grantor and Bank desire to amend the Agreement in accordance with the terms of that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof (the "Amendment").

Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1190 Airport Blvd., Ste. 220
Napa, CA 94558

Attn: Chief Executive Officer

INERTIA BEVERAGE GROUP, INC.

By: T.F. Jan
Title: PRESIDENT & CEO

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK
By: [Signature]
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

Description	Application / Patent Number	Application/ Issue Date
U.S. Patent Application, Legal Compliance System for the Sale of Regulated Products and/or Services.	No. 11/508,747	Pending

EXHIBIT C

Trademarks

Mark	Publication Number	Status
POWERING THE WINE REVOLUTION	Reg. No. 3,379,470	Registered
RETHINK ENGINE	Reg. No. 3,383,070	Registered
RETHINK WINE	Appln. No. 78/788785	Pending
RETHINK WINE TRADE	Appln. No. 78/788778	Pending

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