

**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
Winebow, Inc.		06/14/2010	CORPORATION: DELAWARE
Boston Wine Company, Ltd.		06/14/2010	CORPORATION: MASSACHUSETTS
Click Wine Group, Inc.		06/14/2010	CORPORATION: WASHINGTON
Kooka Wines, Inc.		06/14/2010	CORPORATION: WASHINGTON
Mid-State Distributors, LLC		06/14/2010	LIMITED LIABILITY COMPANY: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NETHERLANDS

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2720490	BOSTON WINE
Registration Number:	3018611	BIG FLUKE WINERY
Registration Number:	3732219	SPANISH SONS
Registration Number:	3319072	2 UP
Registration Number:	3344759	CLEAN SLATE
Registration Number:	3580560	FAT BASTARD
Registration Number:	3578412	FAT BASTARD BONAFIDE · FAT BASTARD · FB 2005
Registration Number:	2230941	FAT BASTARD

**900164585**

**TRADEMARK  
 REEL: 004224 FRAME: 0520**

**CH \$590.00 2720490**

Registration Number:	3080190	FLYING FISH
Registration Number:	3473327	HIGH NOTE
Registration Number:	3197412	ROOT:1
Registration Number:	3037452	THIERRY AND GUY
Registration Number:	2621923	SABATUCCI
Registration Number:	3006206	ALMIRA
Registration Number:	2570718	KRIS
Registration Number:	2726497	LEONARDO LO CASCIO SELECTIONS
Registration Number:	3231393	LICIA
Registration Number:	3133573	LOS DOS
Registration Number:	1911681	PALLADIO
Registration Number:	2555860	ROCCADORO
Registration Number:	2624860	STELLA
Registration Number:	2071562	WINEBOW INC.
Registration Number:	3207896	W WINEBOW BRANDS INTERNATIONAL

**CORRESPONDENCE DATA**

Fax Number: (678)553-2602  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6785532601  
Email: jimmarl@gtlaw.com  
Correspondent Name: LaShana C. Jimmar, Paralegal  
Address Line 1: Greenberg Traurig, LLP  
Address Line 2: 3290 Northside Parkway, Suite 400  
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	06/14/2010

Total Attachments: 7  
source=Winebow Trademark Security Agreement#page1.tif  
source=Winebow Trademark Security Agreement#page2.tif  
source=Winebow Trademark Security Agreement#page3.tif  
source=Winebow Trademark Security Agreement#page4.tif  
source=Winebow Trademark Security Agreement#page5.tif  
source=Winebow Trademark Security Agreement#page6.tif  
source=Winebow Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of June, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Winebow Holdings, Inc., a Delaware corporation, as parent ("Parent"), Winebow, Inc., a Delaware corporation, as borrower ("Borrower"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders"), and Rabobank, in its capacity as administrative agent for the Lenders ("Administrative Agent"), Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of June 14, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such 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 Intellectual Property Licenses (except to the extent specifically excluded from the defined term "Collateral" set forth in the Security Agreement) to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event within five (5) Business Days) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall

not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, each 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.

**GRANTORS:**

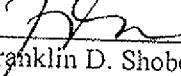
**Winebow, Inc.**

By:   
Name: Franklin D. Shobe, Jr.  
Title: Vice President, Chief Operating Officer,  
Secretary

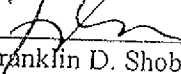
**Boston Wine Company, Ltd.**

By:   
Name: Franklin D. Shobe, Jr.  
Title: Managing Officer

**Click Wine Group, Inc.**

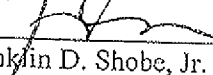
By:   
Name: Franklin D. Shobe, Jr.  
Title: Executive Vice President

**Kooka Wines, Inc.**

By:   
Name: Franklin D. Shobe, Jr.  
Title: Executive Vice President

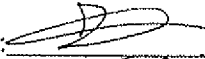
**Mid-State Distributors, LLC**

By: Winebow, Inc., its Sole Member

By:   
Name: Franklin D. Shobe, Jr.  
Title: Vice President, Chief Operating Officer,  
Secretary

ACKNOWLEDGED AND  
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND", NEW YORK BRANCH, as  
Administrative Agent

By:   
Name: Salim Hasnat  
Title: Vice President

By:   
Name: Rebecca O. Morrow  
Title: Executive Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004224 FRAME: 0526

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT****Trademark Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Boston Wine Company, Ltd.	United States	Boston Wine	2720490	06/03/2003
Click Wine Group, Inc.	United States	Big Fluke Winery	3018611	11/22/2005
Click Wine Group, Inc.	United States	Spanish Sons	3732219	12/29/2009
Kooka Wines, Inc.	United States	2 Up	3319072	06/03/2003
Kooka Wines, Inc.	United States	Clean Slate	3344759	11/27/2007
Kooka Wines, Inc.	United States	Fat Bastard	3580560	02/24/2009
Kooka Wines, Inc.	United States	Fat Bastard Bonafide · Fat Bastard · FB 2005	3578412	02/24/2009
Kooka Wines, Inc.	United States	Fat Bastard	2230941	03/09/1999
Kooka Wines, Inc.	United States	Flying Fish	3080190	04/11/2006
Kooka Wines, Inc.	United States	High Note	3473327	07/22/2008
Kooka Wines, Inc.	United States	Root:1	3197412	01/09/2007
Kooka Wines, Inc.	United States	Thierry and Guy	3037452	01/03/2006
Mid-State Distributors, LLC	United States	Sabatucci	2621923	09/17/2002
Winebow, Inc.	United States	Almira	3006206	10/11/2005
Winebow, Inc.	United States	Kris	2570718	05/21/2002
Winebow, Inc.	United States	Leonardo Lo Cascio Selections	2726497	06/17/2003
Winebow, Inc.	United States	Licia	3231393	04/17/2007



Winebow, Inc.	United States	Los Dos	3133573	08/22/2006
Winebow, Inc.	United States	Palladio	1911681	08/15/1995
Winebow, Inc.	United States	Roccadoro	2555860	04/02/2002
Winebow, Inc.	United States	Stella	2624860	09/24/2002
Winebow, Inc.	United States	Winebow, Inc.	2071562	06/17/1997
Winebow, Inc.	United States	W Winebow Brands International	3207896	02/13/2007

Trademark Security Agreement

**RECORDED: 06/14/2010**

**TRADEMARK  
REEL: 004224 FRAME: 0528**