

**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
Crapaud, LLC		01/12/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Bank of the West
Street Address:	6873 N. West Avenue, Suite 102
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93711
Entity Type:	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3227940	AMPLEXUS
Registration Number:	3227950	CACOPHONY
Registration Number:	3241991	CONCINNITY
Registration Number:	3227954	DR. TOAD'S 333 WINE CLUB
Registration Number:	3229940	ERIK'S THE RED
Registration Number:	3227953	EYE OF THE TOAD
Registration Number:	3225193	LE FAUX FROG
Registration Number:	3225194	RISQUE
Registration Number:	3344109	ROD'S PRIDE
Registration Number:	3264671	TOAD HOLLOW VINEYARDS
Registration Number:	3316465	TOAD HOLLOW

**CORRESPONDENCE DATA**

Fax Number: (402)344-0588

**900182726**

**TRADEMARK  
 REEL: 004464 FRAME: 0500**

**OP \$290.00 3227940**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 402-344-0500  
Email: gderrick@bairdholm.com  
Correspondent Name: Grayson J. Derrick  
Address Line 1: 1500 Woodmen Tower, 1700 Farnam Street  
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Grayson J. Derrick
Signature:	/Grayson J. Derrick/
Date:	01/31/2011

**Total Attachments: 8**

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### SECURITY AGREEMENT

This agreement is dated as of January 12, 2011. It is between CRAPAUD, LLC, a California limited liability company ("Grantor"), and BANK OF THE WEST ("Bank").

Bank has extended credit to TOAD HOLLOW VINEYARDS, INC., a California corporation ("Borrower") under the terms and conditions of the Credit Agreement between Borrower and Bank dated as of November 1, 2007 (said Credit Agreement, as amended and modified from time to time, the "Credit Agreement"). Each capitalized term used in this agreement that is defined in the Credit Agreement and not defined in this agreement will have the meaning specified in the Credit Agreement.

Grantor is a related entity to the Borrower.

At the request of, and as an accommodation to, the Borrower, and as a further inducement to Bank to extend credit and provide other financial accommodations to Borrower, and in consideration thereof, Grantor agrees to grant a security interest in the Intellectual Property Collateral (defined below) to secure all of Borrower's Obligations (defined in the Credit Agreement) as follows:

#### ARTICLE 1 – THE COLLATERAL

Grantor assigns and grants to Bank a security interest in all of Grantor's right, title and interest in and to the following property now owned or hereafter acquired by Grantor (collectively, the "Intellectual Property Collateral");

(a) all (i) trademarks set forth on Exhibit "A" attached hereto and all service marks, collective membership marks, other trademarks, trade names, trade styles, registrations and applications for any of the foregoing and any goodwill associated with each of the foregoing; (ii) licenses, fees or royalties with respect to the items in subsection (a)(i) herein; (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder (collectively, the "Intellectual Property");

(b) accessions, attachments and other additions to the Intellectual Property Collateral;

(c) substitutes or replacements for any Intellectual Property Collateral, all proceeds, products, rents and profits of any Intellectual Property Collateral, all rights under contracts or licenses covering the Intellectual Property Collateral, all distribution rights, and any causes of action relating to the Intellectual Property Collateral; and

(d) books and records pertaining to any Intellectual Property Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

This agreement grants only the security interest in the Intellectual Property Collateral 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. Grantor expressly agrees that there shall be no assignment of the Intellectual Property Collateral hereunder, unless and until Bank shall exercise its rights under Article 6 herein.

#### ARTICLE 2 – SECURED OBLIGATIONS

This agreement is to secure the payment and performance of the following (collectively, the "Secured Obligations") in any order of priority that Bank may choose:

(a) all Obligations of Borrower and any other party;

(b) all obligations of Grantor under this agreement;

(c) all obligations of Grantor to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred

directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor; and

(d) any of the foregoing that arises after the filing of a petition by or against Grantor pursuant to (i) Grantor's insolvency, (ii) the appointment of a receiver of any part of Grantor's property, (iii) an assignment by Grantor for the benefit of creditors, or (iv) the commencement of any proceeding under the Federal Bankruptcy Code or any other bankruptcy or insolvency law, by or against Grantor.

### ARTICLE 3 – GRANTOR REPRESENTATIONS

3.01 **Representations.** Grantor represents to Bank that:

- (a) the legal name of Grantor is as appears in the first paragraph of this agreement;
- (b) Grantor has not used any trade name, assumed name or other name except Grantor's name stated in the first paragraph of this agreement;
- (c) Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this agreement has been duly and validly authorized by all necessary company action on the part of the Grantor;
- (d) except for liens expressly permitted under the terms of the Credit Agreement, Grantor has not granted any security interest in any of the Intellectual Property Collateral except to Bank;
- (e) Grantor has good and marketable title and has not granted any assignments to the Intellectual Property Collateral;
- (f) there are no claims, actions, proceedings or investigations pending or threatened against Grantor or affecting the Intellectual Property Collateral with respect to any violations of any applicable laws, rule or regulations;
- (g) Exhibit A accurately lists all Intellectual Property owned or controlled by Grantor as of the date hereof and accurately reflects the existence and status of Intellectual Property and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks that are not material to Grantor's or any affiliate of Grantor's businesses. If after the date hereof, Grantor owns or controls any Intellectual Property not listed on Exhibit A (other than common law marks which are not material to Grantor's or any affiliate of Grantor's businesses), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Intellectual Property, then Grantor shall promptly provide written notice to Bank with a replacement Exhibit A, which upon acceptance by Bank shall become part of this Agreement; and
- (h) as of the date hereof, no affiliate of Grantor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Grantor, constitute Intellectual Property Collateral. If after the date hereof any affiliate of Grantor owns, controls, or has a right to have assigned to it any such items, then Grantor shall promptly either: (i) cause such affiliate to assign all of its rights in such items to Grantor; or (ii) notify Bank of such items and cause such affiliate to execute and deliver to Bank a security agreement substantially in the form of this agreement.

3.02 **Information Accurate and Complete.** Grantor's submission of any report, record or other information pertaining to the condition or operations, financial or otherwise, of Grantor, from time to time, whether or not required under this agreement, will be deemed accompanied by a representation by Grantor that the report, record or information is complete and accurate in all material respects as to the condition or operations of Grantor (and, if applicable, any business entity that is a subsidiary or affiliate of Grantor, partners, shareholders, members, or other principals), including, without limitation, all material contingent liabilities.

### ARTICLE 4 – GRANTOR COVENANTS

Until such time as all Secured Obligations have been paid in full and Bank has no obligation to make additional Advances on the Line of Credit:

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(a) Grantor shall promptly (i) notify Bank of any newly acquired or created Intellectual Property; (ii) register any such newly acquired or created Intellectual Property; and (iii) consent to any actions of Bank necessary to properly perfect as to the such newly acquired or created Intellectual Property;

(b) Grantor shall properly preserve, maintain and care for the Intellectual Property Collateral; defend at Grantor's own expense the Intellectual Property Collateral against any adverse claims and demands; and keep complete, current, and accurate Books and Records with respect to the Intellectual Property Collateral and any proceeds or collections;

(c) Grantor shall notify Bank in writing prior to any change in (i) Grantor's name, identity or business structure or (ii) the location(s) of (A) Grantor's place of business or Grantor's chief executive office if Grantor has more than one place of business, (B) Grantor's state of organization, or (C) Grantor's books and records concerning any Intellectual Property Collateral;

(d) Grantor shall promptly notify Bank in writing of any event which affects the value of the Intellectual Property Collateral, the ability of Grantor or Bank to dispose of the Intellectual Property Collateral, or the rights and remedies of Bank in relation thereto, including, but not limited to, (i) the levy of any legal process against any Intellectual Property Collateral; (ii) any infringement litigation or actions; and (iii) the adoption of any arrangement or procedure affecting the Intellectual Property Collateral, whether governmental or otherwise;

(e) Grantor shall timely file and pay all renewal fees or other fees or costs associated with any Intellectual Property;

(f) except for liens expressly permitted under the terms of this agreement or the Credit Agreement, Grantor will not grant any security interest in any of the Intellectual Property Collateral except to Bank, and will keep the Intellectual Property Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Bank and such permitted liens;

(g) Grantor shall pay all costs necessary to preserve, defend, enforce and collect the Intellectual Property Collateral, including but not limited to any costs to perfect Bank's security interest. Without waiving Grantor's default for failure to make any such payment, Bank at its option may pay any such costs and expenses, discharge encumbrances on the Intellectual Property Collateral, and pay for insurance of the Intellectual Property Collateral, and such payments shall be a part of the Secured Obligations and bear interest at the rate set out in the Secured Obligations. Grantor agrees to reimburse Bank on demand for any costs so incurred;

(h) unless and until an Event of Default occurs and remains uncured, Grantor will (i) diligently control and manage the Intellectual Property, including exercising the right to exclude others from making, using or selling items covered by the Intellectual Property and any licenses thereunder; and (ii) collect any payments, royalties, licenses or fees related to the Intellectual Property;

(i) Grantor will not sell, lease, transfer, encumber or otherwise dispose of the Intellectual Property, or agree to sell, lease, transfer, encumber or otherwise dispose of any Intellectual Property;

(j) if Grantor fails to perform or observe any of its covenants or agreements set forth in this agreement, and if such failure continues for a period of ten (10) calendar days after Bank gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Bank that it intends to abandon any Intellectual Property Collateral, Bank 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 Grantor (or, at Bank's option, in Bank's own name) and may (but need not) take any and all other actions which Bank may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment;

(k) Grantor will execute and deliver such additional documents as may be reasonably requested by Bank in connection with Bank's security interest in the Intellectual Property Collateral, including all assignments, transfers and other documents required by Bank to transfer to Bank, all rights to payment, accounts, general intangibles and benefits related to the Intellectual Property Collateral; and

(l) to facilitate Bank's taking action where permitted under this agreement and exercising its rights under Article 6, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Bank, or its delegate, as the attorney-in-fact of Grantor 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 Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this agreement, or, necessary for Bank, after an Event of Default, to enforce or use the Intellectual Property or to grant or issue any exclusive or non-exclusive license under the Intellectual Property to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Intellectual Property to any third party. Grantor 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 Credit Agreement as provided therein and the payment and performance of all Obligations thereunder.

#### ARTICLE 5 – ADDITIONAL OPTIONAL REQUIREMENTS

Bank may at its option at any time, whether or not Grantor is in default:

- (a) require Grantor to deliver to Bank (i) copies of or extracts from the Books and Records, (ii) records and schedules which show the status and condition of the Intellectual Property Collateral and where it is located, and (iii) information on any contracts or other matters affecting the Intellectual Property Collateral;
- (b) require Grantor to permit Bank to inspect the Intellectual Property Collateral; and
- (c) notify or require Grantor to notify any account debtor to forward all payments and proceeds of the Intellectual Property Collateral to Bank.

#### ARTICLE 6 – EVENTS OF DEFAULT AND REMEDIES

**6.01 Events of Default.** The following each shall be an event of default under this agreement (an "Event of Default"):

- (a) an Event of Default under the Credit Agreement, which is not cured within any grace or cure period specified therein, if any; and
- (b) Grantor breaches any term, provision, warranty or representation under this agreement.

**6.02 Remedies.** Upon the occurrence of an Event of Default, Bank may:

- (a) pursue any or all remedies as set forth in this agreement or the Credit Agreement;
- (b) sell, assign, transfer, pledge, encumber or otherwise dispose of the Intellectual Property; and
- (c) enforce the Intellectual Property and any licenses thereunder, and if Bank shall commence any suit for such enforcement, Grantor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement.

#### ARTICLE 7 – NOTICES

All notices, approvals, consents, and other communications, under this agreement ("Notices") must be given in accordance with and will be subject to the terms and provisions of the Credit Agreement. Notices must be mailed or delivered, if to Grantor, to the address adjacent Grantor's signature below; if to Bank, to North Coast ABC, 3316 Jefferson Street, Napa, CA 94588 (Attn: Adam Beak, Senior Vice President); and in the case of any other person, to the address designated by that person in a notice to Grantor and Bank.

#### ARTICLE 8 – MISCELLANEOUS

**8.01 Other Acts.** Grantor shall cooperate with Bank for the purposes of, and perform all acts which may be necessary or advisable to perfect any liens, claims, security interests and encumbrances of any kind or nature provided for in this agreement or to carry out the intent of this agreement. Promptly (but in no event more than ten days) after request by Bank,

Grantor will execute, acknowledge and deliver any document which Bank deems necessary or advisable for these purposes, and will, on demand, pay any expenses incurred by Bank in the preparation, execution and filing of any such documents.

**8.02 Entire Agreement.** This agreement and each other agreement or instrument made or entered into between Bank and Grantor in connection with each of the Secured Obligations (collectively, the "Secured Obligation Documents"), collectively: (i) represent the sum of the understandings and agreements between Bank and Grantor concerning the Secured Obligations; (ii) replace any prior oral or written agreements between Bank and Grantor concerning the Secured Obligations; and (iii) are intended by Bank and Grantor as the final, complete and exclusive statement of the terms agreed to by them. The Secured Obligation Documents may grant further rights to Bank or contain further agreements and affirmative and negative covenants by Grantor which apply to this agreement and to the Intellectual Property Collateral.

**8.03 No Waiver or Cure.** Each waiver by Bank must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Bank to take action on account of any default of Grantor. Consent by Bank to any act or omission by Grantor must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Bank's consent to be obtained in any future or other instance. The exercise by Bank of any right or remedy under this agreement or the other Secured Obligation Documents or under applicable law, shall not: cure or waive a breach, an Event of Default or notice of default under this agreement or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Secured Obligation Documents have been cured); or impair the security of this agreement; or prejudice Bank, in the exercise of any right or remedy afforded any of them under this agreement; or be construed as an affirmation by Bank of any tenancy, lease or option, or a subordination of the lien of this agreement.

**8.04 Waiver of Marshalling.** Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order, including any rights provided by California Civil Code Sections 2899 and 3433, as such Sections may be amended or replaced from time to time. Each successor and assign of Grantor, including any holder of a lien subordinate to this agreement, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

**8.05 Joint and Several Obligations.** Grantor (a) acknowledges that this agreement is the independent and several obligation of Grantor and may be enforced against Grantor separately, whether or not enforcement of any right or remedy hereunder has been sought against any other person; and (b) agrees that its liability hereunder and under any other Secured Obligation Document shall be absolute, unconditional, continuing and irrevocable. GRANTOR EXPRESSLY WAIVES ANY REQUIREMENT THAT BANK EXHAUST ANY RIGHT, POWER OR REMEDY AND PROCEED AGAINST ANY OTHER PERSON UNDER ANY OTHER SECURED OBLIGATION DOCUMENTS, OR AGAINST ANY OTHER PERSON UNDER ANY GUARANTY OF, OR SECURITY FOR, ANY OF THE SECURED OBLIGATIONS.

**8.06 Authority to Bind Grantor.** If Grantor is comprised of multiple Persons, any Person comprising Grantor is hereby authorized to bind all parties comprising Grantor. Bank may, at any time and without notice, waive any prior requirement that requests, authorizations, or other actions be taken only by one or more individuals designated in writing by the parties comprising Grantor.

**8.07 Binding Effect; Successors and Assigns.** This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns; provided that Grantor shall not assign its rights or obligations hereunder without Bank's consent. Grantor shall not assign its rights or obligations hereunder without the consent of Bank. Bank may transfer all or any portion of its rights under the Secured Obligation Documents to any other person. Bank may disclose to any actual or proposed transferee any information that Grantor has delivered to Bank in connection with the negotiation of this agreement or pursuant to the Secured Obligation Documents; and Grantor shall cooperate fully with Bank in providing that information to any actual or proposed transferee.

**8.08 Rights and Remedies Cumulative.** All rights and remedies under this agreement and the Secured Obligation Documents are cumulative, and the exercise of any one or more of them does not constitute an election of remedies.

**8.09 Severability.** Any provision of any Secured Obligation Document which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating

the remaining provisions of that Secured Obligation Document or affecting the validity or enforceability of that provision in any other jurisdiction, except that if such provision relates to the payment of any monetary sum, then Bank may, at its option, declare all Secured Obligations immediately due and payable.

8.10 **Amendments in Writing.** This agreement may not be amended, changed, modified, altered or terminated without the prior written consent of Bank.

8.11 **Governing Law.** This agreement shall be governed exclusively by the applicable laws of the State of California without regard or reference to its conflict of laws principles.

8.12 **JURISDICTION AND VENUE.** GRANTOR IRREVOCABLY AGREES THAT, AT THE OPTION OF BANK, ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SECURED OBLIGATION DOCUMENT WILL BE LITIGATED IN THE SUPERIOR COURT OF CALIFORNIA, FRESNO COUNTY, CALIFORNIA, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA. GRANTOR IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF THOSE COURTS FOR ALL SUCH ACTIONS, PROCEEDINGS AND COUNTERCLAIMS AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE OR OTHERWISE.

8.13 **Counterpart Execution.** This agreement may be executed in counterparts, each of which will be an original and all of which together are deemed one and the same instrument. Electronic delivery of an executed counterpart of a signature page to this agreement will be effective as delivery of an original executed counterpart of this agreement.

8.14 **Necessary Action.** Bank is authorized to execute any other documents or take any other actions necessary to effectuate this agreement and the consummation of the transactions contemplated herein.

8.15 **Credit Report.** Bank is authorized to order a credit report and verify all other credit information, including past and present loans and standard references from time to time to evaluate the creditworthiness of Grantor. Without limitation, a copy of the consent for release of information, general authorization or similar document on file with Bank shall authorize third persons to provide the information requested from time to time.

8.16 **No Construction Against Drafter.** Bank and Grantor have participated in negotiating and drafting this agreement, so if an ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against any party because it was responsible for drafting one or more provisions of this agreement.

8.17 **WAIVER OF TRIAL BY JURY.** GRANTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY IN ANY ACTION OR PROCEEDING FOR THE RESOLUTION OF ANY CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO: (I) THIS AGREEMENT; OR (II) ANY SECURED OBLIGATION DOCUMENT, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE (INDIVIDUALLY AND COLLECTIVELY, A "CONTROVERSY OR CLAIM"); AND, (B) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM TO THE EXTENT SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THE PROVISIONS OF THIS SECTION ARE GIVEN KNOWINGLY AND VOLUNTARILY; AND ARE A MATERIAL INDUCEMENT FOR BANK ENTERING INTO THE SECURED OBLIGATION DOCUMENTS.

8.18 **Judicial Reference Provision.** In the event the above Waiver of Trial by Jury is unenforceable, Grantor agrees to proceed in accordance with the Judicial Reference Provision in Section 9.12 of the Credit Agreement. AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, GRANTOR AGREES THAT ALL CLAIMS RESOLVED UNDER SECTION 9.12 OF THE CREDIT AGREEMENT WILL BE DECIDED BY A REFEREE AND NOT A JURY.

[NO FURTHER TEXT ON PAGE]



Grantor is signing this agreement effective as of the day and year first written above.

GRANTOR:

CRAPAUD, LLC, a California limited liability company

Address for notices:

4024 Westside Road  
Healdsburg, CA 95448

By:   
Francine Williams, Manager

By:   
Erik Thorson, Manager

Exhibit "A"

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>SERIAL NO.</u>	<u>CLASS</u>
1. Amplexus	3227940	78915017	033
2. Cacophony	3227950	78921443	033
3. Concinnity	3241991	78923073	033
4. Dr. Toad's 333 Wine Club	3227954	78923425	035
5. Erik's the Red	3229940	78923077	033
6. Eye of the Toad	3227953	78923084	033
7. Le Faux Frog	3225193	78923090	033
8. Risque	3225194	78923097	033
9. Rod's Pride	3344109	78924034	033
10. Toad Hollow Vineyards	3264671	78908399	025
11. Toad Hollow	3316465	77097106	033

BOTW/Toad Hollow  
Security Agreement (Crapaud, LLC)

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