

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
Ascentia Wine Estates, LLC		01/26/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77654556	ATLAS PEAK WINERY
Serial Number:	77793305	CLUB 1880
Serial Number:	77895692	POTLATCH
Serial Number:	77717908	BLACK PLUME
Serial Number:	77793321	46 DEGREES NORTH
Serial Number:	77793298	BLACK DIABLO
Serial Number:	77793291	CLAIRVILLE STATION
Serial Number:	77788406	HARASZTHY
Serial Number:	77729226	HARASZTHY
Serial Number:	77708917	

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

900182843

**TRADEMARK
 REEL: 004465 FRAME: 0298**

CH \$265.00 77654556

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1686070

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 02/01/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 26, 2011, is made by ASCENTIA WINE ESTATES, LLC, a Delaware limited liability company (formerly known as Eight Estates Fine Wines, LLC) (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties. This Trademark Security Agreement supplements and is in addition to the Trademark Security Agreement entered into by Grantor and accepted by Agent on June 9, 2008 (the “2008 TSA”) in connection with the execution and delivery of the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 9, 2008, as modified by that certain First Amendment, Consent and Limited Waiver to Credit Agreement dated as of December 3, 2009, that certain Consent and Limited Waiver dated as of March 17, 2010 and that certain Limited Forbearance Agreement dated as of January 13, 2011 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, Eight Estates Wine Holdings, LLC, a Delaware limited liability company, the other Persons party thereto designated as “Credit Parties”, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to that certain Guaranty and Security Agreement dated as of June 9, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to

on *Schedule I* hereto (which are in addition to, and not in replacement of, those Trademarks and IP Licenses listed in Schedule 1 of the 2008 TSA);

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (and pursuant to the 2008 TSA) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby (and in the 2008 TSA) are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Limited Waiver. The Agent and the Lenders hereby waive any breach, Default or Event of Default which has occurred under the Guaranty and Security Agreement solely as a result of Grantor's failure to timely comply with Section 5.7(a) of the Guaranty and Security Agreement with respect to the Trademark Collateral listed on *Schedule I* hereto; provided, this waiver shall be effective only for such specific defaults and in no event shall be deemed to be a waiver of any other Defaults or Events of Default now existing or hereafter arising.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

ASCENTIA WINE ESTATES, LLC
as Grantor

By: Kathy Devillers
Name: Kathy Devillers
Title: Sr VP Finance

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Its Duly Authorized Signatory

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.


Very truly yours,

ASCENTIA WINE ESTATES, LLC
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Its Duly Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004465 FRAME: 0303

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SONOMA

On JANUARY 26, 2011 before me, Mary Anne Turbeville, a Notary Public
in and for the State of California, personally appeared KATHY DEVILLERS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct

WITNESS my hand and official seal,



Mary Anne Turbeville
Mary Anne Turbeville, Notary Public

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: TRADEMARK SECURITY AGREEMENT

Number of Pages: 4 plus Schedule I (1 page)

Date of Document: 1/18/11

Signer(s) Other Than Named Above: NONE

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

SERIAL/ REGISTRATION NUMBER	WORD MARK
77654556	Atlas Peak Winery
77793305	Club 1880
77895692	Potlatch
77717908	Black Plume
77793321	46 Degrees North
77793298	Black Diablo
77793291	Clairville Station
77788406	Haraszthy
77729226	Haraszthy
77708917	[None - Registration No. 3711641]

Schedule I
(to Trademark Security Agreement)