

**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
Winery Exchange, Inc.		01/05/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 76**

Property Type	Number	Word Mark
Registration Number:	2734855	ARROW CREEK
Registration Number:	3763802	AYA VODKA
Registration Number:	3321864	D.B. HOBBS
Registration Number:	2922638	DELLATORRI
Registration Number:	2885265	DRAKE-HUDSON
Registration Number:	2960875	DRINK GLOBAL
Registration Number:	3826076	DUTCH REPUBLIC 1581
Registration Number:	3823165	EL PENSADOR
Registration Number:	3066668	ELDER VINE
Registration Number:	3419554	ENOTECA ORSO
Registration Number:	3775427	ESCHER HAUS
Registration Number:	3772692	ESMÉ
Registration Number:	3644738	ESPUELA DEL GAUCHO
Registration Number:	3687353	F·J·SERRA FSJ

CH \$1915.00 2734855

**900184487**

**TRADEMARK  
 REEL: 004481 FRAME: 0145**

Registration Number:	3459228	FOODIES
Registration Number:	3804875	GAME DAY
Registration Number:	3659117	GLENTAITE
Registration Number:	2865386	
Registration Number:	3113181	HAWKSTONE
Registration Number:	3764858	HEDGELINE
Registration Number:	3432179	HILLTOWN VINEYARDS
Registration Number:	2971420	HUNTERS GROVE
Registration Number:	2984187	JARIO
Registration Number:	2807056	KALBARRI
Registration Number:	3382824	MAGISTRATE
Registration Number:	3088760	MANIÑA
Registration Number:	3459240	MARTIN'S RAKE
Registration Number:	3823117	NOBLE MOTIF VODKA
Registration Number:	3454971	N V F NAPA FAMILY VINEYARDS
Registration Number:	3432178	OGIO
Registration Number:	3108186	OYA POINTE
Registration Number:	2893863	PARKERS ESTATE BLUE ASH ROAD
Registration Number:	2944799	PARKERS ESTATE NORTH PEYTON BLOCK
Registration Number:	2933944	PARKERS ESTATE OLD VINE STREET
Registration Number:	3737914	PLATFORM 9
Registration Number:	3756029	QUEENSGATE
Registration Number:	2714486	RIPARIAN
Registration Number:	3857631	ROSCOE'S HOP HOUSE
Registration Number:	3878129	SEVEN KINGS
Registration Number:	3756013	SMALL WONDERS
Registration Number:	3670879	SNAPPING TURTLE
Registration Number:	3363662	SOLEMAR
Registration Number:	3432180	SONOMA TRAIL
Registration Number:	3836052	STEEL KETTLE WHISTLE
Registration Number:	3522284	SURF POINT
Registration Number:	3785114	TAP ROOM NO. 21
Registration Number:	3124770	THE GLOBAL RANGE
Serial Number:	77698409	THE WINEWRIGHTS
Registration Number:	2609270	TRADEPULSE

Registration Number:	3676961	TROUBLE BREWING
Registration Number:	3747445	VERIS
Registration Number:	3086686	WOLFHOUSE
Registration Number:	3737913	ZINOPOLIS
Serial Number:	77363796	31ST STATE
Serial Number:	77916115	ACONGA
Serial Number:	77917881	AMBIQ
Serial Number:	77647044	ANDALE
Serial Number:	85130660	BIG FLATS 1901
Serial Number:	85044330	BLOC 70
Serial Number:	77509049	CAR NO. 8
Serial Number:	77362186	COASTROAD
Serial Number:	85191789	COPPER BELL
Serial Number:	77811756	DON PATRICK
Serial Number:	85191788	FOUR IN HAND
Serial Number:	85197855	GALLACHER & DUNN
Serial Number:	77829987	ICE CLOUD
Serial Number:	85034562	KODIAK RIDGE
Serial Number:	85170838	PINETTI NOTTE
Serial Number:	85199095	PORT REPUBLIC
Serial Number:	77554740	STAR COUNTY
Serial Number:	77631531	VAQUALE
Serial Number:	77850704	VARSITY BREWS
Serial Number:	85034589	WALKER BROWN
Serial Number:	85044316	WILD RANGE
Serial Number:	77209078	WISHING WELL
Serial Number:	77897415	ZAMARRO

**CORRESPONDENCE DATA**

Fax Number: (313)496-8454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3134967562  
Email: spano@millercanfield.com  
Correspondent Name: Kristen I. Spano  
Address Line 1: 150 West Jefferson Avenue  
Address Line 2: Suite 2500  
Address Line 4: Detroit, MICHIGAN 48226

**TRADEMARK**

**REEL: 004481 FRAME: 0147**

ATTORNEY DOCKET NUMBER:	125055-00828
NAME OF SUBMITTER:	Kristen I. Spano
Signature:	/Kristen I. Spano/
Date:	02/21/2011

**Total Attachments: 36**

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## SECURITY AGREEMENT

This Security Agreement ("Security Agreement") is made as of January 5, 2011 ("Effective Date") by WINERY EXCHANGE, INC., a California corporation ("Borrower"), and the undersigned entities (collectively, including Borrower, the "Debtors" and individually, each a "Debtor") to COMERICA BANK, a Texas banking association, as agent for and on behalf of the Lenders (as defined below ("Secured Party" or "Agent").

## PRELIMINARY STATEMENT

A. Borrower, as borrower, certain financial institutions (the "Lenders"), and Agent intend to enter into a Revolving Credit Agreement of even date herewith (with all of its modifications, supplements, restatements, extensions, and renewals in effect from time to time, the "Credit Agreement"). The Credit Agreement sets forth the terms and conditions for loans and other extensions of credit to be made by the Lenders to or for the account of Borrower, including without limitation a \$25,000,000 Revolving Credit and Letters of Credit of up to \$3,000,000 in aggregate stated amount.

B. Each of the Debtors (other than the Borrower) has executed and delivered the Guaranty, dated as of the Effective Date, by the Debtors (other than the Borrower) to Secured Party as Agent for the Lenders (as amended or otherwise modified from time to time, the "Guaranty"), guaranteeing, among other things, payment and performance of the "Indebtedness" (as such term is defined in the Credit Agreement).

C. The obligations of the Borrower under the Credit Agreement and the obligations of each Debtor (other than the Borrower) under the Guaranty are to be secured pursuant to this Security Agreement. Execution, delivery and performance of this Security Agreement is one of the conditions to the Lenders' obligations to extend credit under the Credit Agreement.

## AGREEMENT

Accordingly, to induce each of the Lenders and Agent to enter into the Credit Agreement and extend loans and other credit to the Borrower thereunder, and for other valuable consideration, receipt of which is acknowledged, the Debtors agree as follows:

1. **CREATION OF SECURITY INTEREST.** As security for the prompt and complete payment and performance when due of the Secured Obligations (hereinafter defined), each Debtor hereby pledges and grants to Secured Party, a security interest in the following described property of such Debtor (collectively, the "Collateral"):

(a) all inventory, goods (including without limitation returned or repossessed goods and all goods the sale of which gives rise to accounts receivable, contract rights, chattel paper, general intangibles or instruments), merchandise and other personal property, in each case whether now owned or hereafter produced, manufactured or acquired by such Debtor which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or consumed or to be used or consumed in such Debtor's business;

(b) all accounts; accounts receivable; contract rights; general intangibles (including without limitation payment intangibles); documents (including without limitation negotiable documents), chattel paper and instruments (including without limitation instruments evidencing any obligation to such Debtor for payment for goods sold or leased or services rendered or otherwise); tax refunds; goodwill; licenses, permits and privileges; customer lists; rights of indemnification; rights to payment evidenced by chattel paper, documents or instruments; health care insurance

receivables; commercial tort claims; letters of credit; letter of credit rights; supporting obligations and rights to payment for money or funds advanced or sold;

(c) all machinery, equipment, furniture and other tangible personal property and fixtures of such Debtor, together with all accessions, additions, accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith;

(d) all patents, trademarks, copyrights and other intellectual property and proprietary rights, including without limitation those items of property listed in attached Schedule I;

(e) all other tangible personal property;

(f) all deposit accounts of such Debtor and all amounts in all lockboxes and in all securities accounts, deposits accounts, all investment property (including without limitation securities and securities entitlements) and other collateral accounts related thereto, including all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, instruments, securities, rights and other property at any time and from time to time received, receivable, or otherwise distributed in respect of such accounts, such funds or such investments;

(g) all Software (for purposes of this Agreement, "Software" consists of all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded), excluding Software owned by third parties and used by such Debtor pursuant to a separate non-transferable or non-assignable license;

(h) the proceeds derived from any sale or permitted transfer of the licenses listed on Schedule I(h) attached hereto;

whether any such property is now owned or hereafter acquired or existing by such Debtor, and all books and records (including the computers and other equipment containing said books and records) pertaining to the foregoing, and all substitutions for, all proceeds and all products of the foregoing, including insurance proceeds, to the fullest extent permitted by law, subject in each case only to Liens (as defined in the Credit Agreement) permitted under Section 7.2 of the Credit Agreement; provided that, notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Debtor shall be deemed to have granted a security interest in, any of such Debtor's rights or interests in or under, any license, contract, permit, Instrument, security or franchise to which such Debtor is a party or any of its rights or interests thereunder if such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC (as defined in the Credit Agreement) or any other applicable law (including the Bankruptcy Code (as defined in the Credit Agreement)) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect. The pledge and grant of a security interest in proceeds hereunder shall not be deemed to give the applicable Debtor any right to

dispose of any of the Collateral. Notwithstanding the foregoing, the Collateral does not include ownership interests in any Debtor.

## 2. DEBTORS' OBLIGATIONS.

2.1 Payment of Secured Obligations. The security interest created herein by each Debtor is given as security for the discharge and performance of the following obligations: all of the Borrower's and such Debtor's obligations contained in or arising under or in connection with the Credit Agreement, the Notes, the Letter of Credit Agreements and any Letters of Credit issued thereunder, the Guaranty, any Hedging Agreement with any Lender, or any other Related Document, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, together with interest thereon; and also as security for all other Indebtedness, and any judgments that may hereafter be rendered on such Indebtedness or any part thereof, with interest according to the rates and terms specified, or as provided by law, and any and all replacements, consolidations, amendments, renewals or extensions of the foregoing (collectively herein called the "Secured Obligations"). Any such Secured Obligations shall be deemed to be future advances as provided in Section 9204(c) of the Uniform Commercial Code of State of California or other applicable jurisdiction.

2.2 Protection of Collateral. The Borrower, on behalf of itself and each Debtor, and each other Debtor shall take any and all reasonable steps required to protect the Collateral pledged by it (or them as applicable), and in pursuance thereof, each such Debtor agrees that:

(a) The Collateral pledged by it or them (as applicable) will not be misused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use or to the extent no longer useful or necessary to such Debtor's business, and will at all times be maintained in accordance with Section 6.5 of the Credit Agreement.

(b) The Collateral described in Sections 1(a), (c) and (f) above (collectively, the "Moveable Collateral") and pledged by such Debtor or the Debtors (as applicable) will be insured with insurance coverage in such amounts and of such types as are customarily carried by companies similar in size and nature. In the case of all such insurance policies, each such Debtor shall designate the Secured Party as *lender loss payee* and such policies shall provide that any loss be payable to each such Debtor and Secured Party as mortgagee or lender loss payee, as their respective interests may appear. Further, upon the request of the Secured Party, each such Debtor shall deliver certificates evidencing such policies, including all endorsements thereon and those required hereunder, to Secured Party and each such Debtor assigns to Secured Party as additional security hereunder, all its rights to receive proceeds of insurance with respect to the Collateral. All such insurance shall, by its terms, provide that the applicable carrier shall, prior to any cancellation before the expiration date thereof, mail 30 days' prior written notice to the Secured Party of such cancellation. Each Debtor further shall provide Secured Party upon request with evidence reasonably satisfactory to Secured Party that each such Debtor is at all times in compliance with this paragraph. During the continuance of an Event of Default, Secured Party may act as each such Debtor's attorney in-fact in obtaining, adjusting, settling and compromising such insurance and endorsing any drafts. Upon default in this covenant, Secured Party may procure such insurance and its costs therefor shall be charged to Borrower, payable on demand, with interest at the highest rate set forth in the Credit Agreement and added to the Secured Obligations. The disposition of proceeds payable to such Debtor of any insurance on the Collateral ("Insurance Proceeds") shall be governed by the following:

(i) provided that no Event of Default has occurred and is continuing hereunder, (a) if the amount of Insurance Proceeds in respect of any loss or casualty does not exceed

\$500,000, such Debtor shall be entitled, in the event of such loss or casualty, to receive all such Insurance Proceeds and to apply the same toward the replacement of the Collateral affected thereby or to the purchase of other assets to be used in the Debtor's business (provided that such assets shall be subjected to a first lien in favor of Secured Party); and (b) if the amount of Insurance Proceeds in respect of any loss or casualty exceeds \$500,000, such Insurance Proceeds shall be paid to and received by Secured Party, for release to such Debtor for the replacement of the Collateral affected thereby or to the purchase of other assets to be used in the Debtor's business (provided that such assets shall be subjected to a first lien in favor of Secured Party); or, upon written request of such Debtor (accompanied by reasonable supporting documentation), for such other use or purpose as approved by the Secured Party in its reasonable discretion; and

(ii) if an Event of Default has occurred or is continuing hereunder and is not waived as provided in the Credit Agreement, all Insurance Proceeds in respect of any loss or casualty shall be paid to and received by the Secured Party, to be applied by the Secured Party against the Secured Obligations and/or to be held by the Secured Party as cash collateral for the Secured Obligations, except as required under the Credit Agreement, as the Secured Party may determine in its sole discretion.

(c) The Moveable Collateral pledged by it or them (as applicable) is located in the premises set forth on attached Schedule II (and will not be moved to premises other than those set forth on Schedule II without, to the extent required by the Credit Agreement, delivering a landlord or bailee waiver in favor of Agent, unless the Moveable Collateral is in connection with dispositions permitted under Section 7.4 of the Credit Agreement) as of the Effective Date. Subject to the applicable terms of the Credit Agreement, upon reasonable request therefor by the Secured Party, each such Debtor will inform the Secured Party in writing of the location of the Collateral and each such Debtor will promptly arrange for any inspections requested by the Secured Party.

(d) Such Debtor shall comply with all applicable laws, rules, ordinances, regulations and orders of any governmental authority, whether federal, state, local or foreign in effect from time to time with respect to the Collateral pledged by it, to the full extent required under Section 6.4 of the Credit Agreement.

(e) Secured Party may examine and inspect the Collateral at any time wherever located to the extent provided under Section 6.6 of the Credit Agreement.

2.3 Protection of Security Interest. Each Debtor agrees that:

(a) Except as permitted by the Credit Agreement, it (i) will not sell, transfer, lease or otherwise dispose of any of the Collateral pledged by such Debtor or any interest therein or offer to do so (other than the sale or lease of inventory in the ordinary course of business) without the prior written consent of Secured Party, and (ii) will not create, incur, assume or suffer to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon any of the Collateral pledged by such Debtor (or any interest therein or portion thereof).

(b) It will, subject to the applicable terms of the Credit Agreement, to the full extent required under the Credit Agreement, pay all taxes and fees including, without limitation, any maintenance fees payable on any registered patents and any fees in connection with any required filings in connection with any pending or registered trademarks, copyrights, assessments, governmental charges and levies upon the Collateral pledged by such Debtor or for its use or operation.



(c) It will, subject to the applicable terms of the Credit Agreement, to the full extent required under the Credit Agreement, sign and execute alone or with Secured Party any financing statement or other document (including without limitation, documents for filing in the U.S. Patent and Trademark Office and/or U.S. Copyright Office) or procure any documents (including without limitation, any documents necessary or appropriate to establish exclusive control as defined in the California Uniform Commercial Code over any Collateral of such nature that perfection of Secured Party's security interest may be accomplished by control), and pay all connected costs, reasonably necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.

(d) It will, subject to the applicable terms of the Credit Agreement, to the full extent required by the Credit Agreement, reimburse Secured Party for all reasonable out-of-pocket costs, including reasonable attorneys' fees, incurred for any action taken by Secured Party to remedy an Event of Default of Debtor which Secured Party elects to remedy pursuant to its rights under Section 5 hereof.

(e) It will, subject to the applicable terms of the Credit Agreement, to the extent required by the Credit Agreement:

(i) allow Secured Party to examine, audit and inspect such Debtor's books, accounts, and other records relating to the Collateral pledged by such Debtor wherever located at all reasonable times during normal business hours, upon the reasonable oral or written request of Secured Party, and to make and take away copies of any and all such books, accounts, records and ledgers subject to the confidentiality provisions incorporated herein pursuant to the next sentence; provided that so long as no Event of Default or Default exists, no Debtor shall be required to reimburse any Secured Party for such audits or appraisals more frequently than twice each Fiscal Year (as defined in the Credit Agreement);

(ii) punctually and properly perform, according to the terms thereof, (subject to any applicable period of grace or cure) all of its covenants and duties under any other security agreement, mortgage, collateral document, pledge agreement or contract of any kind now or hereafter existing as security for or in connection with payment of the Secured Obligations, or any part thereof;

(iii) perform its obligations under and comply with (subject to any applicable period of grace or cure) the terms and provisions of the Credit Agreement and the other Collateral Documents to which it is or may become a party;

(iv) keep, at the addresses designated on Schedule II and such additional addresses as may be provided from time to time for its records, all records concerning the Collateral pledged by such Debtor, which records will be of such character as will reasonably enable Secured Party or its designees to determine at any time the status of the Collateral;

(v) give Secured Party not less than twenty (20) days prior written notice of all contemplated changes in such Debtor's name, legal structure, chief executive office, or jurisdiction of incorporation or organization, as the case may be, or in the location of such Debtor's records concerning the Moveable Collateral pledged by such Debtor and, prior to making any such changes and prior to any change in the location of the Moveable Collateral, file or cause to be filed all financing statements or amendments or other documents or instruments determined by Secured Party to be necessary or appropriate to

establish and maintain a valid first priority security interest in all the Collateral pledged by such Debtor in accordance with the terms hereof, subject to Liens permitted under Section 7.2 of the Credit Agreement;

(vi) give Secured Party written notice after changes in location of such Debtor's Moveable Collateral in accordance with the terms of the Credit Agreement;

(vii) promptly furnish Secured Party with any information in writing which Secured Party may reasonably request concerning the Collateral;

(viii) promptly notify Secured Party of any material claim, action or proceeding affecting the Collateral pledged by such Debtor and title therein, or in any part thereof, or the security interest created herein, and, at the request of the Secured Party, appear in and defend, at such Debtor's expense, any such action or proceeding;

(ix) promptly, after being requested by Secured Party, pay to Secured Party the amount of all reasonable out-of-pocket expenses, including reasonable attorneys' fees and other legal expenses, incurred by Secured Party pursuant to and in accordance with the Credit Agreement in protecting and maintaining the Collateral or its rights hereunder, or in connection with any audit or inspection of the Collateral pursuant to the terms hereof and in accordance with Section 6.6 of the Credit Agreement, and in enforcing the security interest created herein;

(x) allow Secured Party, upon and so long as there exists any Event of Default, to correspond with its account debtors to confirm its accounts receivable and obligors under any contracts; and

(xi) in the case of Collateral consisting of tangible chattel paper or instruments, immediately, mark all such chattel paper or instruments with a conspicuous legend in form and substance reasonably satisfactory to Secured Party, indicating that the Collateral is subject to the security interest granted hereby.

(f) With respect to any Collateral of a kind requiring an additional security agreement, financing statement, or other writing to perfect a security interest therein in favor of Secured Party, such Debtor will forthwith upon demand by Secured Party execute and deliver to Secured Party whatever documentation the Secured Party shall reasonably deem necessary or proper for such purpose, in each case, subject to the applicable terms of the Credit Agreement.

(g) Should any covenant, duty or agreement of such Debtor fail to be performed in accordance with its terms hereunder resulting in an Event of Default, Secured Party may, but shall not be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of such Debtor, and any amount expended by Secured Party in such performance or attempted performance shall become part of the Secured Obligations, and, at the request of Secured Party, such Debtor agrees to pay such reasonable amount to Secured Party upon demand at Secured Party's office in Los Angeles, California together with interest thereon at the highest rate at which interest accrues on amounts after the same become due pursuant to the terms of the Credit Agreement, from the date of such expenditure by Secured Party until paid.

(h) Except as permitted by the Credit Agreement or this Security Agreement, it will hold the proceeds of any of the Collateral (including accounts receivable and contracts) which is sold, leased, licensed or otherwise disposed of other than in the ordinary course of such Debtor's

business in trust for Secured Party, will not commingle said proceeds with any other funds, and, after and during the continuance of an Event of Default, will deliver such proceeds to Secured Party promptly upon its request.

(i) Except as otherwise provided by Section 12.10 of the Credit Agreement, if Secured Party, acting in its sole discretion, redelivers any Collateral to such Debtor or such Debtor's designee for the purpose of (i) the ultimate sale or exchange thereof, (ii) presentation, collection, renewal, or registration of transfer thereof, or (iii) loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing therewith preliminary to sale or exchange, such redelivery shall be in trust for the benefit of Secured Party and shall not constitute a release of Secured Party's security interest therein or in the proceeds thereof unless Secured Party specifically so agrees in writing. If such Debtor requests any such redelivery, such Debtor will deliver with such request a duly executed financing statement in form and substance reasonably satisfactory to Secured Party.

(j) Subject to the applicable terms of the Credit Agreement, Debtor shall take any and all other steps reasonably required under applicable law to perfect the lien and security interest established hereby in favor of Secured Party, including without limitation the execution, delivery and/or performance of appropriate acknowledgments, governmental acknowledgments, registrations or approvals, financing statements and other documents and instruments, and the registration, recording and/or filing of such instruments with such Persons and in such jurisdictions as necessary to perfect the security interest and lien established hereby.

3. **COLLECTION OF PROCEEDS – REMITTANCE BASIS.** Each Debtor agrees that immediately upon Secured Party's request during the continuance of an Event of Default, the Secured Obligations shall be on a "remitance basis" as follows: each Debtor shall at its sole expense establish and maintain (and Secured Party may establish and maintain at such Debtor's expense):

(a) a lock box (the "Lock Box"), to which the Secured Party shall have exclusive access and control. Each Debtor expressly authorizes Secured Party, from time to time during the continuance of an Event of Default, to remove contents from the Lock Box, for disposition in accordance with this Security Agreement. During the continuance of an Event of Default, each Debtor agrees to notify all account debtors and other parties obligated to such Debtor that all payments made to such Debtor (other than payments by electronic funds transfer) shall be remitted, for the credit of such Debtor, to the Lock Box, and each such Debtor include a like statement on all invoices; and

(b) a non-interest bearing deposit account with the Secured Party which shall be titled as designated by the Secured Party (the "Cash Collateral Account") to which Secured Party shall have exclusive access and control. During the continuance of an Event of Default, each Debtor agrees to notify all account debtors and other parties obligated to such Debtor that all payments made to such Debtor by electronic funds transfer shall be remitted to the Cash Collateral Account, and such Debtor, at Secured Party's request, shall include a like statement on all invoices.

Each Debtor shall execute all documents and authorizations as reasonably required by Secured Party to establish and maintain the Lock Box and the Cash Collateral Account to the extent required above.

4. **DEFAULT.** The terms "Default" and "Event of Default", as used herein, shall mean the occurrence and continuance of a Default or an Event of Default, as the case may be, under the Credit Agreement.

5. SECURED PARTY'S RIGHTS AND REMEDIES. In addition to its rights and remedies under the Credit Agreement and the other Loan Documents, and under applicable law, Secured Party shall have available to it the following rights and remedies upon the occurrence and during the continuance of an Event of Default:

5.1 Right to Discharge Debtor's Obligations. Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral in violation of the terms hereof, whether senior or junior to the security interest herein granted, may remedy or cure any default of a Debtor under the terms of any lease, rental agreement, land contract or other document which in any way pertains to or affects such Debtor's title to or interest in any of the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral, unless such Debtor is contesting in good faith such obligations, and such Debtor agrees to reimburse Secured Party, on demand, for any reasonable payment made or any reasonable expense incurred by Secured Party pursuant to the foregoing authorization, with interest, which payments and expenses shall be secured by the Collateral.

5.2 Remedies and Enforcement. Secured Party shall have and may exercise any and all rights of enforcement and remedies afforded to a secured party under the Uniform Commercial Code as adopted and in force in the State of California or other applicable Uniform Commercial Code (or other applicable law), to the full extent permitted by applicable law, on the date of this Security Agreement or the date of such Debtor's default, together with any and all other rights and remedies otherwise provided and available to Secured Party by applicable law unless such application would result in the invalidity or unenforceability of any provision hereof, in which case the law of the state in which any of the Collateral is located shall apply to the extent necessary to render such provision valid and enforceable; and, in conjunction with, in addition to, or substitution for those rights, Secured Party may:

- (a) Enter upon such Debtor's premises to take possession of, assemble, collect and/or dispose of the Collateral and, if Secured Party elects, to apply any of the Collateral against any of the Secured Obligations;
- (b) Require such Debtor to assemble the Collateral and make it available at a place Secured Party designates to allow Secured Party to take possession or dispose of the Collateral;
- (c) Waive any default, or remedy any default in any reasonable manner, without waiving its rights and remedies upon default and without waiving any other prior or subsequent default;
- (d) Without any notice to any Debtor, notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) the indebtedness thereunder or evidenced thereby. Upon request of the Secured Party, each Debtor will, at its own expense, notify any parties obligated to such Debtor on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder, and indicate on all billings to such account debtors that their accounts must be paid to or as directed by Secured Party. Each Debtor agrees that Secured Party shall not be liable for any loss or damage which such Debtor suffers or may suffer as a result of Secured Party's processing of items or its exercise of any other rights or remedies under this Security Agreement, including without limitation indirect, special or consequential damages, loss of revenues or profits, or any claim, demand or action by any third party not related to or affiliated with such Debtor arising out of or in connection with the processing of items (excluding only the claims of such third parties related to the gross negligence or willful misconduct of Secured Party) or the exercise of any

other rights or remedies hereunder. Each Debtor further agrees to indemnify and hold Secured Party harmless from and against all such third party claims, demands or actions, including without limitation litigation costs and reasonable attorneys' fees, excepting only those claims, demands and actions arising as a result of the gross negligence or willful misconduct of Secured Party; and

(e) Appoint any officer or agent of Secured Party as a Debtor's true and lawful proxy and attorney-in-fact, with power, upon the occurrence of any Event of Default (exercisable so long as such Event of Default is continuing), to endorse such Debtor's name or any of its officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under any policy of insurance on the Collateral) or Collateral that may come into possession of the Secured Party in full or part payment of any amounts owing to Secured Party; to sign and endorse the name of such Debtor and/or any of its officers or agents upon any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and any instrument or document relating thereto or to such Debtor's rights therein; to execute on behalf of such Debtor any financing statements, amendments, subordinations or other filings pursuant to the Credit Agreement, this Security Agreement or the other Collateral Documents; each Debtor hereby granting unto Secured Party, as the proxy and attorney-in-fact of such Debtor, full power to do any and all things necessary to be done in and about the premises as fully and effectually as such Debtor might or could do, and hereby ratifying all that said proxy and attorney shall lawfully do or cause to be done by virtue hereof. The proxy and power of attorney described herein shall be deemed to be coupled with an interest and shall be irrevocable for the entire term of the Credit Agreement, the Revolving Credit Note and all transactions thereunder and thereafter as long as any Secured Obligations or any of the commitments to lend (whether optional or obligatory) remain outstanding. Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have full power to collect, compromise, endorse, sell or otherwise deal with the Collateral or proceeds thereof in its own name or in the name of such Debtor, provided that Secured Party shall act in a commercially reasonable manner.

### 5.3 Right of Sale.

(a) Each Debtor waives any right to require Secured Party to comply with the provisions of Section 9615 of the California (or other applicable) Uniform Commercial Code to the maximum extent permitted by law. Each Debtor agrees that upon the occurrence and continuance of an Event of Default (taking into account applicable periods of cure, if any), Secured Party may, at its option, sell and dispose of the Collateral at public or private sale without any previous demand of performance. Each Debtor agrees that notice of such sale sent to Debtor's address, as set forth in attached Schedule III, by certified or registered mail sent at least ten (10) Business Days prior to such sale, shall constitute reasonable notice of sale. The foregoing shall not require notice if none is necessary under applicable law. The proceeds of sale shall be applied in the order and manner set forth in the Credit Agreement.

(b) At any sale or sales made pursuant to this Security Agreement or in a suit to foreclose the same, the Collateral may be sold en masse or separately, at the same or at different times, for cash, on credit or for future delivery at the option of the Secured Party or its assigns. Such sale may be public or private with notice as required by the Uniform Commercial Code as then in effect in the state in which the Collateral is located, and in compliance with the *Alcoholic Beverage Control Act* (California), and the Collateral need not be present at the time or place of sale. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to

time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Debtor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree, and in all events such sale shall be deemed commercially reasonable. At any such sale, the Secured Party may bid for and purchase any of the property sold, notwithstanding that such sale is conducted by the Secured Party or its attorneys, agents, or assigns. Debtors agree that Secured Party shall be under no obligation to accept any noncash proceeds in connection with any sale or disposition of Collateral unless failure to do so would be commercially unreasonable. If Secured Party agrees in its sole discretion to accept noncash proceeds (unless the failure to do so would be commercially unreasonable), Secured Party may ascribe any commercially reasonable value to such proceeds. Without limiting the foregoing, Secured Party may apply any discount factor in determining the present value of proceeds to be received in the future or may elect to apply proceeds to be received in the future only as and when such proceeds are actually received in cash by Secured Party.

(c) The following shall be the basis for any finder of fact's determination of the value of any Collateral which is the subject matter of a disposition giving rise to a calculation of any surplus or deficiency under Section 9615(f) of the California Uniform Commercial Code to the extent permitted by applicable law: (i) the Collateral which is the subject matter of the disposition shall be valued in an "as is" condition as of the date of the disposition, without any assumption or expectation that such Collateral will be repaired or improved in any manner; (ii) the valuation shall be based upon an assumption that the transferee of such Collateral desires a resale of the Collateral for cash promptly (but no later than 30 days) following the disposition; (iii) all reasonable closing costs customarily borne by the seller in commercial sales transactions relating to property similar to such Collateral shall be deducted including, without limitation, brokerage commissions, tax prorations, attorneys' fees, whether inside or outside counsel is used, and marketing costs; (iv) the value of the Collateral which is the subject matter of the disposition shall be further discounted to account for any estimated holding costs associated with maintaining such Collateral pending sale (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the value of such Collateral must be given by persons having at least 5 years experience in appraising property similar to the Collateral and who have conducted and prepared a complete written appraisal of such Collateral taking into consideration the factors set forth above. The "value" of any such Collateral shall be a factor in determining the amount of proceeds which would have been realized in a disposition to a transferee other than a secured party, a person related to a secured party or a secondary obligor under Section 9615(f) of the California Uniform Commercial Code.

(d) Miscellaneous. Secured Party shall have the right at all times to enforce the provisions of this Security Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Secured Party in refraining from so doing at any time or times. The failure of Secured Party at any time or times to enforce its rights under said provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific provisions of this Security Agreement or as having in any way or manner modified the same. All rights and remedies of Secured Party hereunder shall be cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTORS. Each Debtor represents and warrants, and, after the date hereof, covenants so long as any of the Credit Agreement, the Notes, the Letter of Credit Agreements, the Guaranty or any Hedging Agreements with any Lender remain in effect, that:

6.1 Such Debtor's chief executive office, principal place of business and exact name and jurisdiction of incorporation or organization, as the case may be, Federal tax identification number and registered organization number are set forth in Schedule III or such other location as notified to Secured Party in accordance with Section 2.3(e)(v) of this Security Agreement.

6.2 Each other location where such Debtor maintains a place of business is set forth on attached Schedule IV (as the same may be amended from time to time).

6.3 No financing statement covering the Collateral pledged by such Debtor, or any part thereof, has been or will be filed with any filing officer, except as required hereunder or, permitted under the Credit Agreement (including the schedules thereto).

6.4 No other agreement, pledge or assignment covering the Collateral pledged by such Debtor, or any part thereof, has been or will be made and no security interest, other than the one created hereby or pursuant to security agreements and pledges previously made in favor of Secured Party has or will be attached or is or will be perfected in the Collateral pledged by such Debtor or in any part thereof, except as permitted under the Credit Agreement.

6.5 At the time Secured Party's security interest attaches to any of the Collateral or its proceeds, such Debtor will be the lawful owner thereof with the right to transfer any interest therein other than as permitted by the Credit Agreement, such Collateral is free and clear of all liens other than the one created hereby or permitted by the Credit Agreement, and that such Debtor will make such further assurances to prove its title to the Collateral as may be required under the Credit Agreement, will keep such Collateral free and clear of all liens other than the one created hereby and liens permitted by the Credit Agreement, and will take such action to defend the Collateral and its proceeds against the lawful claims and demands of all persons whomsoever to the extent required by the Credit Agreement. The delivery at any time by such Debtor to Secured Party of Collateral, or financing statements covering any Collateral shall constitute a representation and warranty by such Debtor under this Security Agreement that, with respect to such Collateral, and each item thereof, such Debtor is owner of the Collateral and the matters heretofore warranted in this Section 6.5 are true and correct in all material respects.

6.6 As of the date of this Security Agreement, this Security Agreement creates a continuing lien and security interest in the Collateral.

6.7 Upon the filing in the appropriate jurisdiction of financing statements by Secured Party (along with payment of the proper fees in connection therewith) the security interests created by this Security Agreement shall be valid, perfected and continuing liens and security interests on all of the Collateral that can be perfected by the making of such filings.

6.8 The representations and warranties by the applicable Debtor contained in the Credit Agreement and the Guaranty are incorporated by reference herein and are all made as of the date hereof.

6.9 It shall contemporaneously with the execution and delivery of this Security Agreement, execute and deliver to the Secured Party an Agreement (Trademark), in the form of attached Exhibit A hereto, respectively, and shall execute and deliver to the Secured Party any other document reasonably required

to acknowledge or register or perfect Secured Party's interest in any of the Collateral described in clause 1(d).

6.10 As requested by Agent, Debtor shall execute and deliver, to the applicable California Department of Alcoholic and Beverage Control office or any local legislative body or any other governmental agency, all applications, instruments, documents and papers and other information required or requested by any of the foregoing to effectuate the pledge and/or transfer of the corporate stock of the Debtor to the Agent for the benefit of the Lenders.

7. MUTUAL AGREEMENTS. Each Debtor and Secured Party mutually agree as follows:

7.1 "Debtor" and "Secured Party" as used in this Security Agreement include the successors and permitted assigns of those parties. The term "Lenders" shall include the financial institutions from time to time signatory to the Credit Agreement and any successors or assigns of the Lenders in accordance with the Credit Agreement, and the term "Bank" means any one of them.

7.2 To the extent permitted by applicable law, except as otherwise provided herein, the law governing this Security Agreement shall be that of the State of California.

7.3 This Security Agreement includes all amendments and supplements hereto and all assignments hereof, provided, that such Debtor and Secured Party shall not be bound by any amendment hereto unless such amendment is expressed in a writing executed by each of them.

7.4 All capitalized or other terms not specifically defined herein are used as defined in the Credit Agreement. To the extent not inconsistent therewith, all such terms shall also be construed in conformity with the California Uniform Commercial Code, as amended or supplemented from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Uniform Commercial Code have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the Uniform Commercial Code in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning. If the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Uniform Commercial Code in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement.

7.5 The security interest granted under this Security Agreement shall be a continuing security interest in every respect (whether or not the outstanding balance of the Secured Obligations is from time to time temporarily reduced to zero) and Secured Party's security interest in the Collateral as granted herein shall continue in full force and effect for the entire duration that the Credit Agreement remains in effect and until all of the Secured Obligations are repaid and discharged in full (other than unasserted contingent obligations), and no commitment (whether optional or obligatory) to extend any credit under the Credit Agreement, any of the Notes, or any Letter of Credit Agreement remains outstanding.

**7.6 THE PARTIES HERETO ACKNOWLEDGE THAT THIS SECURITY AGREEMENT IS SUBJECT TO THE MUTUAL WAIVER OF JURY TRIAL AND THE JUDICIAL REFERENCE PROVISIONS CONTAINED IN THE APPLICABLE PROVISIONS OF THE CREDIT AGREEMENT AND THE GUARANTY, AS APPLICABLE.**

7.7 Each of the Debtors hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal Court or California state court sitting in Los Angeles, California in any action or proceeding arising out of or relating to this Security Agreement and hereby irrevocably agrees that all



claims in respect of such action or proceeding may be heard and determined in any such United States Federal Court or California state court. Each Debtor irrevocably consents to the service of any and all process in any such action or proceeding brought in any court in or of the State of California by the delivery of copies of such process to such Debtor at its address specified in Schedule III hereto and in the manner set forth in Section 12.6 of the Credit Agreement. Nothing in this paragraph shall affect the right of Secured Party to serve process in any other manner permitted by law or limit the right of the Secured Party to bring any such action or proceeding against any of the Debtors or any of its or their property in the courts of any other jurisdiction. Each of the Debtors hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts.

7.8 A carbon photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement under the Uniform Commercial Code and may be filed by Secured Party in any filing office.

7.9 In accordance with Section 6.13 of the Credit Agreement, future Domestic Subsidiaries of the Borrower shall become obligated as Debtors hereunder (each as fully as though an original signatory hereto) by executing and delivering to the Bank a joinder agreement in the form of attached Exhibit D.

7.10 Upon payment in full of all Secured Obligations (other than unasserted contingent obligations) and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other actions, as may be necessary and proper to evidence the release of the lien on and security interest in the Collateral which has been granted hereunder.

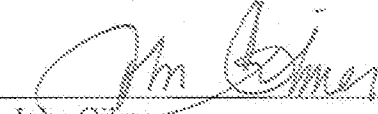
7.11 In the event of any conflict between the terms and conditions of this Security Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall govern and control.

[end of agreement -- signatures appear on following pages]

This Security Agreement is executed and delivered as of the Effective Date.

WINERY EXCHANGE, INC.,  
a California corporation

By: \_\_\_\_\_



John Gilmer

Its: Senior Vice President, Finance, HR &  
Technology

WINERY EXCHANGE, L.L.C, a Delaware  
limited liability company

By: WINERY EXCHANGE, INC.,  
a California corporation  
Its: Manager

By:   
John Gilmer

Its: Senior Vice President, Finance,  
HR & Technology

Accepted by Secured Party:

COMERICA BANK,  
as Administrative Agent

By: Heather M. Madland  
Heather M. Madland  
Its: Vice President

**COMERICA BANK,**  
as a Lender, as Issuing Lender  
and as Swing Line Lender

By: Heather Madland  
Heather M. Madland  
Its: Vice President

**TABLE OF SCHEDULES AND EXHIBITS TO SECURITY AGREEMENT**

SCHEDULE I -- Intellectual Property

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EXHIBIT A -- Agreement (Trademark) form

EXHIBIT B -- Joinder Agreement form

**SCHEDULE I – Intellectual Property**

**Trademarks:**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Winery Exchange	LEGADO DEL CASTILLO	4342796	02/07/2006	European Community
Winery Exchange	MAGISTRATE	7102338	04/21/2009	European Community
Winery Exchange	NAPA FAMILY VINEYARDS	5955562	06/05/2008	European Community
Winery Exchange	OGIO	5236898	08/02/2007	European Community
Winery Exchange	THE GLOBAL RANGE	4217485	01/13/2006	European Community
Winery Exchange	REGIONS	4541200	02/01/2002	Japan
Winery Exchange	ÁNDALE	1086232	02/20/2009	Mexico
Winery Exchange	VAQUALE	1082266	02/04/2009	Mexico
Winery Exchange	STORYTELLER	2006/01886	01/25/2010	South Africa
Winery Exchange	ALBURY COVE	2276115	01/04/2002	United Kingdom
Winery Exchange	AUSSIE RULES	2337742	07/16/2004	United Kingdom
Winery Exchange	BALLANTRAE WINE MERCHANTS	2376512	04/01/2005	United Kingdom
Winery Exchange	CALIFORNIA ONE	2490664	01/02/2009	United Kingdom
Winery Exchange	CA-ONE	2358548	10/01/2004	United Kingdom
Winery Exchange	FORAGE	2362025	10/08/2004	United Kingdom
Winery Exchange	HAWKSTONE	2456450	11/02/2007	United Kingdom
Winery Exchange	JENICA PEAK	2275971	12/28/2001	United Kingdom
Winery Exchange	LA MIRA	2275967	03/22/2003	United Kingdom
Winery Exchange	MARQ	2442338	06/22/2007	United Kingdom
Winery Exchange	PETALBROOK HILLS	2469588	04/04/2008	United Kingdom
Winery Exchange	RAGGED POINT	2453718	11/02/2007	United Kingdom
Winery Exchange	RAPAKI BAY	2275968	12/28/2001	United Kingdom
Winery Exchange	REGIONS	2271719	02/15/2002	United Kingdom
Winery Exchange	SAVVY	2354994	07/16/2004	United Kingdom
Winery Exchange	SIDESHOW	2391133	11/04/2005	United Kingdom
Winery Exchange	SIDNEY STRONG'S FINEST	2380588	06/10/2005	United Kingdom
Winery Exchange	SMALL WONDERS WINE COMPANY	2493612	07/24/2008	United Kingdom
Winery Exchange	SOJOURN	2326410	08/15/2003	United Kingdom
Winery Exchange	STORYTELLER	2385179	08/19/2005	United Kingdom
Winery Exchange	THE FRENCHHOUSE	2417198	11/10/2006	United Kingdom
Winery Exchange	THE WILD BUNCH	2336454	11/28/2003	United Kingdom
Winery Exchange	TORRIGO BAY	2275966	07/23/2001	United Kingdom
Winery Exchange	TRAILBLAZERS	2488828	10/10/2008	United Kingdom
Winery Exchange	ARROW CREEK	2734855	07/08/2003	United States of America

Winery Exchange	AYA VODKA	3763802	03/23/2010	United States of America
Winery Exchange	D.B. HOBBS	3321864	10/23/2007	United States of America
Winery Exchange	DELLATORRI	2922638	02/01/2005	United States of America
Winery Exchange	DRAKE-HUDSON	2885265	09/14/2004	United States of America
Winery Exchange	DRINK GLOBAL	2960875	06/07/2005	United States of America
Winery Exchange	DUTCH REPUBLIC 1581	3826076	07/27/2010	United States of America
Winery Exchange	EL PENSADOR	3823165	07/20/2010	United States of America
Winery Exchange	ELDER VINE	3066668	03/07/2006	United States of America
Winery Exchange	ENOTECA ORSO	3419554	04/29/2008	United States of America
Winery Exchange	ESCHER HAUS	3775427	04/13/2010	United States of America
Winery Exchange	ESMÉ	3772692	04/06/2010	United States of America
Winery Exchange	ESPUELA DEL GAUCHO	3644738	06/23/2009	United States of America
Winery Exchange	F J SERRA & design (Image title: FJ SERRA and Design):	3687353	09/22/2009	United States of America



Winery Exchange	FOODIES	3459228	07/01/2008	United States of America
Winery Exchange	GAME DAY	3804875	06/15/2010	United States of America
Winery Exchange	GLENTAITE	3659117	07/21/2009	United States of America



Winery Exchange	Grape Design (Image title: Grape Logo):	2865386	07/20/2004	United States of America
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Winery Exchange	HAWKSTONE	3113181	07/04/2006	United States of America
Winery Exchange	HEDGELINE	3764858	03/23/2010	United States of America
Winery Exchange	HILLTOWN VINEYARDS	3432179	05/20/2008	United States of America
Winery Exchange	HUNTERS GROVE	2971420	07/19/2005	United States of America
Winery Exchange	JARIO	2984187	08/09/2005	United States of America
Winery Exchange	KALBARRI	2807056	01/20/2004	United States of America
Winery Exchange	MAGISTRATE	3382824	02/12/2008	United States of America
Winery Exchange	MANIÑA	3088760	05/02/2006	United States of America
Winery Exchange	MARTIN'S RAKE	3459240	07/01/2008	United States of America
Winery Exchange	NOBLE MOTIF VODKA	3823117	07/20/2010	United States of America
Winery Exchange	NVF NAPA FAMILY VINEYARDS & Design (Image Title: NAPA FAMILY VINEYARDS NVF & Design):	3454971	06/24/2008	United States of America



Winery Exchange	OGIO	3432178	05/20/2008	United States of America
Winery Exchange	OYA POINTE	3108186	06/20/2006	United States of America
Winery Exchange	PARKERS ESTATE BLUE ASH ROAD	2893863	10/12/2004	United States of America
Winery Exchange	PARKERS ESTATE NORTH PEYTON BLOCK	2944799	04/26/2005	United States of America

Winery Exchange	PARKERS ESTATE OLD VINE STREET	2933944	03/15/2005	United States of America
Winery Exchange	PLATFORM 9	3737914	01/12/2010	United States of America
Winery Exchange	QUEENSGATE	3756029	03/02/2010	United States of America
Winery Exchange	RIPARIAN	2714486	05/06/2003	United States of America
Winery Exchange	ROSCOE'S HOP HOUSE	3857631	10/05/2010	United States of America
Winery Exchange	SEVEN KINGS	3878129	11/16/2010	United States of America
Winery Exchange	SMALL WONDERS	3756013	03/02/2010	United States of America
Winery Exchange	SNAPPING TURTLE	3670879	08/18/2009	United States of America
Winery Exchange	SOLEMAR	3363662	01/01/2008	United States of America
Winery Exchange	SONOMA TRAIL	3432180	05/20/2008	United States of America
Winery Exchange	STEEL KETTLE WHISTLE	3836052	08/17/2010	United States of America
Winery Exchange	SURF POINT	3522284	10/21/2008	United States of America
Winery Exchange	TAP ROOM 21	3785114	05/04/2010	United States of America
Winery Exchange	THE GLOBAL RANGE	3124770	08/01/2006	United States of America
Winery Exchange	THE WINEWRIGHTS	77/698409	03/25/2009	United States of America
Winery Exchange	TRADEPULSE	2609270	08/20/2002	United States of America
Winery Exchange	TROUBLE BREWING	3676961	09/01/2009	United States of America
Winery Exchange	VERIS	3747445	02/09/2010	United States of America
Winery Exchange	WOLFHOUSE	3086686	04/25/2006	United States of America
Winery Exchange	ZINOPOLIS	3737913	01/12/2010	United States of America

Pending and Allowed Trademark Applications:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
Winery Exchange	OGIO	1490099	07/26/2010	Canada
Winery Exchange	31ST STATE	77/363796	01/03/2008	United States of America
Winery Exchange	ACONGA	77/916115	01/20/2010	United States of America

Winery Exchange	AMBIQ	77/917881	01/22/2010	United States of America
Winery Exchange	ANDALE	77/647044	01/09/2009	United States of America
Winery Exchange	BIG FLATS 1901	85/130660	09/15/2010	United States of America
Winery Exchange	BLOC 70	85/044330	05/20/2010	United States of America
Winery Exchange	CAR NO. 8	77/509049	06/26/2008	United States of America
Winery Exchange	COASTROAD	77/362186	12/31/2007	United States of America
Winery Exchange	COPPER BELL	85/191789	12/06/2010	United States of America
Winery Exchange	DON PATRICK	77/811756	08/24/2009	United States of America
Winery Exchange	FOUR IN HAND	85/191788	12/06/2010	United States of America
Winery Exchange	GALLACHER & DUNN	85/197855	12/14/2010	United States of America
Winery Exchange	ICE CLOUD	77/829987	09/18/2009	United States of America
Winery Exchange	KODIAK RIDGE	85/034562	05/10/2010	United States of America
Winery Exchange	PINETTI NOTTE	85/170838	11/06/2010	United States of America
Winery Exchange	PORT REPUBLIC	85/199095	12/15/2010	United States of America
Winery Exchange	STAR COUNTY	77/554740	08/25/2008	United States of America
Winery Exchange	THE WINEWRIGHTS	77/698409	03/25/2009	United States of America
Winery Exchange	VAQUALE	77/631531	12/11/2008	United States of America
Winery Exchange	VARSITY BREWS	77/850704	10/16/2009	United States of America
Winery Exchange	WALKER BROWN	85/034589	05/10/2010	United States of America
Winery Exchange	WILD RANGE	85/044316	05/20/2010	United States of America
Winery Exchange	WISHING WELL	77/209078	06/18/2007	United States of America
Winery Exchange	ZAMARRO	77/897415	12/18/2009	United States of America

SCHEDULE I(h) – Licenses

	DBA Name	City	License Number	License Status
1)	WINERY EXCHANGE	SAN DIEGO	505723	PEND
2)	WINERY EXCHANGE	FULLERTON	502747	PEND
3)	WINERY EXCHANGE	UNION CITY	502683	Active
4)	WINERY EXCHANGE	CARSON	501594	Active
5)	WINERY EXCHANGE	BENICIA	501402	PEND
6)	WINERY EXCHANGE	ONTARIO	500808	Active
7)	WINERY EXCHANGE	NOVATO	486782	Active
8)	WINERY EXCHANGE	AMERICAN CANYON	375275	Active
9)	WINERY EXCHANGE	AMERICAN CANYON	375179	Active
10)	WINERY EXCHANGE	NOVATO	373386	Canceled
11)	WINERY EXCHANGE INC	AMERICAN CANYON	405958	Active
12)	WINERYEXCHANGE COM	SAN BRUNO	373589	Non-Renewed
13)	WINERYEXCHANGE COM	SAN BRUNO	368595	WTHDRN

**SCHEDULE II – Locations of Moveable Collateral**

Address	Occupant	Owner	Type of Collateral
500 Redwood Blvd. Suite 200 Novato, CA 94947	Winery Exchange, Inc. Winery Exchange, LLC	Winery Exchange, Inc. 500 Redwood Blvd. Suite 200 Novato, CA 94947	Equipment, Records
Western Wine Services 1275 B. Hanna Drive American Canyon, CA 94503	Winery Exchange, Inc.	Western Wine Services 1275 B. Hanna Drive American Canyon, CA 94503	Inventory and Equipment
Sonoma Wine Company 9119 Graton Road Graton, CA 95444	Winery Exchange, Inc.	Sonoma Wine Company 9119 Graton Road Graton, CA 95444	Inventory and Equipment
Biagi Bros. 3655 E. Airport Ave. Ontario, CA 91761	Winery Exchange, Inc.	Fred Biagi Biagi Bros. 3655 E. Airport Ave. Ontario, CA 91761	Inventory and Equipment
Schafer Logistics 1981 E. 213 <sup>th</sup> St. Carson, CA 90749	Winery Exchange, Inc.	Schafer Logistics 1981 E. 213 <sup>th</sup> St Carson, CA 90749	Inventory and Equipment
City Brewery 1637 St. James St. La Crosse, WI 54603	Winery Exchange, Inc.	City Brewery 1637 St. James St. La Crosse, WI 54603	Inventory and Equipment
American Warehousing 2405 Hauser St. La Crosse, WI 54603	Winery Exchange, Inc.	Steve Johnson American Warehousing 2405 Hauser St. La Crosse, WI 54603	Inventory and Equipment
North American Breweries 445 St. Paul St. Rochester, NY 14605	Winery Exchange, Inc.	North American Breweries 445 St. Paul St. Rochester, NY 14605	Inventory and Equipment
Monroe Warehousing 39 Breck St. Rochester, NY 14609	Winery Exchange, Inc.	Michael Smith Monroe Warehousing 39 Breck St. Rochester, NY 14609	Inventory and Equipment
Western Carriers, Inc. 2220 91st Street North Bergen, NJ 07047	Winery Exchange, Inc.	Western Carriers, Inc. 2220 91st Street North Bergen, NJ 07047	Inventory and Equipment

**SCHEDULE III – Notice Addresses for Debtors**

Debtors' names: Winery Exchange, Inc. and  
Winery Exchange, LLC

Winery Exchange, Inc.  
500 Redwood Blvd., Suite 200  
Novato, CA 94947  
Attn: General Counsel  
Telephone No.: (415) 320-4345  
Facsimile No.: (415) 382-6905  
Email: john.gilmer@wineryexchange.com

Organizational Form: Corporation  
Jurisdiction of Formation: California  
Organization Identification No.: C2077189  
Federal E.L.N.: 94-3353812

**SCHEDULE IV – Locations of Places of Business**

Debtor Name	Address	Owner
Winery Exchange, Inc.	Western Wine Services 1275 B. Hanna Drive American Canyon, CA 94503	Western Wine Services 1275 B. Hanna Drive American Canyon, CA 94503
	Sonoma Wine Company 9119 Graton Road Graton, CA 95444	Sonoma Wine Company 9119 Graton Road Graton, CA 95444
	Biagi Bros. 3655 E. Airport Ave. Ontario, CA 91761	Fred Biagi Biagi Bros. 3655 E. Airport Ave. Ontario, CA 91761
	Schafer Logistics 1981 E. 213 <sup>th</sup> St. Carson, CA 90749	Schafer Logistics 1981 E. 213 <sup>th</sup> St. Carson, CA 90749
	City Brewery 1637 St. James St. La Crosse, WI 54603	City Brewery 1637 St. James St. La Crosse, WI 54603
	American Warehousing 2405 Hauser St. La Crosse, WI 54603	Steve Johnson American Warehousing 2405 Hauser St. La Crosse, WI 54603
	North American Breweries 445 St. Paul St. Rochester, NY 14605	North American Breweries 445 St. Paul St. Rochester, NY 14605
	Monroe Warehousing 39 Breck St. Rochester, NY 14609	Michael Smith Monroe Warehousing 39 Breck St. Rochester, NY 14609
	Western Carriers, Inc. 2220 91st Street North Bergen, NJ 07047	Western Carriers, Inc. 2220 91st Street North Bergen, NJ 07047

EXHIBIT A -- AGREEMENT (TRADEMARKS) FORM

AGREEMENT  
(Trademarks)

This Agreement (Trademarks) (this "Agreement") dated as of January 5, 2011 ("Effective Date") is made between the undersigned (individually each the "Debtor" and collectively the "Debtors") and COMERICA BANK, a Texas banking association, as agent for and on behalf of the Lenders.

Preliminary Statement

A. WINERY EXCHANGE, INC., a California corporation (the "Borrower"), as borrower, certain financial institutions (the "Lenders"), and Agent intend to enter into a Credit Agreement of even date herewith (with all of its modifications, supplements, restatements, extensions, and renewals in effect from time to time, the "Credit Agreement"). The Credit Agreement sets forth the terms and conditions for loans and other extensions of credit to be made by the Lenders to or for the account of the Borrower, including without limitation a \$25,000,000 Revolving Credit and Letters of Credit of up to \$3,000,000 in aggregate stated amount.

B. In connection with the Credit Agreement, the Debtors have executed and delivered the Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement").

C. As a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Accordingly, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor hereby mortgages, pledges and hypothecates to Secured Party, and grants to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral") whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other indicia of trade origin, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and



Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment I hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment I hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Debtor shall be deemed to have granted a security interest in, any of such Debtor's rights or interests in or under, any license, contract, permit, instrument, security or franchise to which such Debtor is a party or any of its rights or interests thereunder if such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC (as defined in the Credit Agreement) or any other applicable law (including the Bankruptcy Code (as defined in the Credit Agreement)) or principles of equity); provided that immediately upon the ineffectiveness, lapse or termination of any such provision the Trademark Collateral shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world ("Registration Offices"). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations (other than unasserted contingent obligations) and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted

hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Related Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

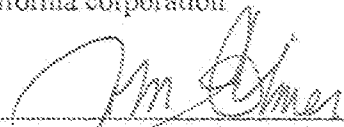
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures follow on succeeding pages]

This Agreement (Trademarks) is executed and delivered as of the Effective Date.

WINERY EXCHANGE, INC.,  
a California corporation

By: \_\_\_\_\_

  
John Gilmer

Its: Senior Vice President, Finance, HR &  
Technology

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-4-

Security Agreement

TRADEMARK  
REEL: 004481 FRAME: 0179

WINERY EXCHANGE, LLC, a Delaware  
limited liability company

By: WINERY EXCHANGE, INC.,  
a California corporation  
Its: Manager

By:   
\_\_\_\_\_  
John Gilmer

Its: Senior Vice President, Finance,  
HR & Technology

Accepted by Secured Party:

**COMERICA BANK,**  
as Administrative Agent

By: *Heather Madland*  
Heather M. Madland  
Its: Vice President

**COMERICA BANK,**  
as a Lender, as Issuing Lender  
and as Swing Line Lender

By: *Heather Madland*  
Heather M. Madland  
Its: Vice President

EXHIBIT B – JOINDER AGREEMENT FORM

**JOINDER AGREEMENT**  
**(Security Agreement)**

This Joinder Agreement (Security Agreement) dated as of \_\_\_\_\_, 20\_\_\_\_, is made by \_\_\_\_\_, a \_\_\_\_\_ (“New Debtor”).

Preliminary Statement: Pursuant to Section 6.13 of the Credit Agreement dated as of January 5, 2011, (as amended or otherwise modified from time to time, the “Credit Agreement”) made by and among the financial institutions from time to time signatory thereto (individually, a “Bank,” and, any and all such financial institutions collectively, the “Lenders”), Comerica Lender, as agent for the Lenders (in such capacity, “Agent”) and WINERY EXCHANGE, INC., a California corporation (“Borrower”), and pursuant to Section 7.9 of the Security Agreement dated as of January 5, 2011 (the “Security Agreement”) executed and delivered by the Debtors named therein (“Debtors”) in favor of Agent as Secured Party, the New Debtor must execute and deliver a Joinder Agreement in accordance with the Credit Agreement and the Security Agreement. Pursuant to Section 6.13 of the Credit Agreement, the New Debtor is also required to become a party to the Guaranty dated as of January 5, 2011 (as amended or otherwise modified from time to time, the “Guaranty”).

Accordingly, as a further inducement to Bank to continue to provide credit accommodations to the Borrower, New Debtor hereby covenants and agrees as follows:

1. All capitalized terms used herein shall have the meanings assigned to them in the Credit Agreement unless expressly defined to the contrary.
2. New Debtor hereby enters into this Joinder Agreement in order to comply with Section 6.13 of the Credit Agreement and does so in consideration of the Advances made or to be made from time to time under the Credit Agreement (and the other Collateral Documents, as defined in the Credit Agreement) from which New Debtor shall derive direct and indirect benefit as with the other Guarantors (all as set forth and on the same basis as in the Guaranty).
3. Schedule [*insert appropriate Schedule*] attached to this Joinder Agreement is intended to supplement Schedule [*insert appropriate Schedule*] of the Security Agreement with the respective information applicable to New Debtor.
4. New Debtor shall be considered, and deemed to be, for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, a Debtor under the Security Agreement as fully as though New Debtor had executed and delivered the Security Agreement at the time originally executed and delivered under the Credit Agreement and hereby ratifies and confirms its obligations under the Security Agreement, all in accordance with the terms thereof.
5. No Default or Event of Default (each such term being defined in the Credit Agreement) has occurred and is continuing under the Credit Agreement.
6. This Joinder Agreement shall be governed by the laws of the State of California and shall be binding upon New Debtor and its successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the undersigned New Debtor has executed and delivered this Joinder Agreement (Security Agreement) as of \_\_\_\_\_, 20\_\_.

[NEW DEBTOR]

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_