

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
FG Heritage, LLC		08/05/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Wine Group LLC		
Street Address:	4596 Tesla Road		
City:	Livermore		
State/Country:	CALIFORNIA		
Postal Code:	94550		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	71658614	INGLENOOK	
Serial Number:	76445311	INGLENOOK CHABLIS	
CORRESPONDENCE DATA			
Fax Number:	(415)677-6262		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4154341600		
Email:	trademark@howardrice.com		
Correspondent Name:	HOWARD RICE NEMEROVSKI CANADY FALK & RAB		
Address Line 1:	3 Embarcadero Center, 7th Floor		
Address Line 2:	attn: Deborah Davis Han		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	40259.0583		
NAME OF SUBMITTER:	Deborah Davis Han		
Signature:	/DDH_dch/		

TRADEMARK

900200062

REEL: 004607 FRAME: 0412

CH \$65.00 71658614

Date:

08/18/2011

Total Attachments: 16

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*") is dated as of August 5, 2011 and entered into by and between **FG HERITAGE, LLC**, a California limited liability company, with its principal place of business at 620 Airpark Road, Napa, California 94558 ("*Company*") and **THE WINE GROUP LLC**, a Delaware limited liability company with its principal place of business at 4596 Tesla Road, Livermore, California 94550 ("*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement dated as of August 5, 2011 (the "*Purchase Agreement*") by and between Company and Secured Party, Secured Party has sold certain assets to Company in exchange for certain cash consideration payable to Secured Party in installments, subject to the terms and conditions set forth in the Purchase Agreement.

WHEREAS, it is a condition precedent to the conveyance of such assets that Company shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the agreements set forth herein and in the Purchase Agreement, Company hereby agrees with Secured Party as follows:

1. SECURITY INTEREST GRANTED.

1.1 Grant of Security. Company hereby assigns and grants to Secured Party a security interest in the following, in each case whether now or hereafter existing or in which Company now has or hereafter acquires an interest and wherever the same may be located (collectively, the "*Collateral*"):

(a) All right, title, ownership and interest in the trademarks, pending trademark applications and issued trademark registrations set forth in **Schedule A** to this Agreement (collectively, the "*Trademarks*"), the artwork, designs, logos, layouts, shapes, stylizations and other trade dress set forth in **Schedule B** to this Agreement (collectively, the "*Trade Dress*"), the goodwill symbolized by the Trademarks and Trade Dress, and the domain name www.inglenook.com (the "*Domain Name*"), and together with the Trademarks, Trade Dress, goodwill, and the After-Acquired Rights (as defined in Section 1.3 below), the "*Brand Assets*";

(b) Any and all claims for damages by way of past, present and future infringement or dilution, or other damages or injury to any of the Brand Assets, with the right, but not the obligation, to sue or bring opposition or cancellation proceedings in the name of Company or Secured Party for any and all such infringement, dilution, damages, and injury;

(c) All licenses or other rights to use any of the Brand Assets, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(d) All proceeds and products of the foregoing, including all proceeds of infringement suits and payments under insurance or any indemnity or warranty in respect of any of the foregoing.

1.2 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated due dates or otherwise, of all Secured Obligations of Company. "*Secured Obligations*" means all obligations and liabilities of every nature of Company, now or hereafter existing, with respect to (a) payment of the Purchase Price and all extensions or renewals thereof, whether for the stated amount, interest, fees, or otherwise, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party as a preference, fraudulent transfer or otherwise and (b) all obligations of Company under Section 6 hereof.

1.3 After-acquired Brand Assets; Amendment to Schedule. If while any Secured Obligations remain outstanding Company obtains any right, title or interest in or to any other or new trademarks, pending trademark applications, issued trademark registrations, artwork, designs, logos, layouts, shapes, stylizations, other trade dress, or domain names in respect of the Purchased Brand (collectively, together with the goodwill symbolized thereby, "*After-Acquired Rights*") the provisions of this Agreement shall automatically apply to the After-Acquired Rights and Company shall promptly, but not later than five (5) business days after obtaining each such After-Acquired Right, provide to Secured Party notice thereof in writing and within a commercially reasonable period of time execute and deliver to Secured Party such documents or instruments as Secured Party may reasonably request further to implement, preserve, record or evidence the Secured Party's interest therein. Company authorizes Secured Party to modify this Agreement, without the necessity of Company's further approval or signature, by amending **Schedule A** and **Schedule B** hereto to include such After-Acquired Rights.

1.4 Further Assurances. Company agrees that from time to time, at the expense of Company, Company will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Company hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Company.

2. REPRESENTATIONS AND WARRANTIES. Company represents and warrants as follows:

(a) Subject to and based upon the representations and warranties of Secured Party in the Purchase Agreement, Company owns its interests in the Collateral free and clear of any liens, pledge, security interest, charges, encumbrances, or adverse claims of any kind (collectively, "*Liens*"), including pledges, assignments, licenses, registered user agreements, and covenants by the Company not to sue third persons, other than the security interest and assignment created by this Agreement and no effective financing statement or other instrument

similar in effect covering all or any part of the Collateral is on file as against Company in any filing or recording office, including the United States Patent and Trademark Office.

(b) The security interests in the Collateral granted to Secured Party constitute valid security interests in the Collateral, securing the payment of the Secured Obligations. Upon (i) the filing of financing statements naming Company as "debtor", naming Secured Party as "secured party" and describing the Collateral duly filed under the Uniform Commercial Code, as it exists on the date of this Agreement or as it may hereafter be amended, in the State of California (the "UCC") and (ii) the recordation of a Grant of Trademark Security Interest, substantially in the form of **Exhibit I** annexed hereto, with the United States Patent and Trademark Office, the security interests in the Collateral granted to Secured Party will constitute perfected security interests therein prior to all other Liens.

(c) Company's name as it appears in official filings in the jurisdiction of its organization is FG Heritage, LLC; it is a California limited liability company; its principal place of business, chief executive office, and location of records regarding the Collateral is 620 Airpark Road, Napa, California 94558; and its organizational number provided by the Secretary of State of California is 201117210254.

(d) Company has not, within the five-year period preceding the date hereof had a different name from "FG Heritage, LLC".

3. COVENANTS OF COMPANY.

3.1 Company shall:

(a) not mortgage, pledge, assign, encumber, grant a security interest in, or transfer any of the Collateral;

(b) not license any of the Collateral except to the extent expressly permitted under Section 4.1 of the Purchase Agreement;

(c) not enter into any agreement that is inconsistent with Company's obligations under this Agreement;

(d) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation, or ordinance or any policy of insurance covering the Collateral;

(e) give Secured Party at least 30 days' prior written notice of (i) any change in Company's name, identity or corporate structure and (ii) any reincorporation, reorganization, or other action that results in a change of the jurisdiction of organization of Company; and

(f) keep correct and accurate records of the Collateral and permit representatives of Secured Party at any time during normal business hours after reasonable advance notice to inspect and make abstracts from such records, and Company agrees to render to Secured Party, at Company's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

3.2 Collection of Amounts Due in respect of the Collateral. Except as otherwise provided in this Section 3.2 and Section 4.2(b) of the Purchase Agreement, Company shall continue to collect, at its own expense, all amounts due or to become due to Company in respect of the Collateral or any portion thereof. In connection with such collections, Company may take (and, after the occurrence and during the continuation of any Event of Default at Secured Party's reasonable direction, shall take) such action as Company or Secured Party may deem reasonably necessary or advisable to enforce collection of such amounts; provided, Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Company of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of Company, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Company might have done. After receipt by Company of the notice from Secured Party referred to in the proviso to the immediately preceding sentence and upon the occurrence and during the continuation of any Event of Default, (i) all amounts and proceeds received by Company in respect of amounts due to Company in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of Company and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 5.3 hereof, and (ii) Company shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

3.3 Protection.

(a) Company shall have the duty diligently to renew and maintain the Inglenook Trademark with the United States Patent and Trademark Office (Registration No. 0599456). Any expenses incurred in connection therewith shall be borne solely by Company.

(b) Except as provided under Section 5.2 hereof, unless and until Company, in its commercially reasonable judgment, decides otherwise, Company shall commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings (including opposition and cancellation proceedings), or other actions for infringement, unfair competition, dilution, misappropriation or other damage as are necessary or desirable to protect the Collateral. Company shall promptly, following its becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) regarding Company's ownership, right to use, or interest in any Collateral. Company shall provide to Secured Party any information with respect thereto requested by Secured Party.

4. ACTIONS BY SECURED PARTY.

4.1 Secured Party Appointed Attorney-In-Fact. Company hereby irrevocably appoints Secured Party as Company's attorney-in-fact, effective upon the occurrence and during

the continuation of an Event of Default or as otherwise provided herein, with full authority in the place and stead of Company and in the name of Company from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including:

(a) upon the occurrence and during the continuation of an Event of Default, to ask for, demand, collect, sue for, recover, and receive amounts due and to become due under or in respect of any of the Collateral;

(b) upon the occurrence and during the continuation of an Event of Default, to receive, endorse, and collect any checks or other instruments and other documents in connection with clause (a) above;

(c) upon the occurrence and during the continuation of an Event of Default, to file any claims or take any action or institute any proceedings that Secured Party may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce or protect the rights of Secured Party with respect to any of the Collateral;

(d) upon the occurrence and during the continuation of an Event of Default or the Company's failure after written notice from Secured Party, to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become Secured Obligations of Company to Secured Party, due and payable immediately without demand, provided that the Company shall have the right to contest in good faith any such taxes or Liens; and

(e) upon the occurrence and during the continuation of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Company's expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Company might do.

4.2 Secured Party May Perform. If Company fails to perform any agreement contained herein within ninety (90) days after receipt of written notice from Secured Party, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Company under Section 6.2 hereof.

4.3 Standard of Care. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its

possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

5. REMEDIES.

5.1 Generally. If any Event of Default shall have occurred and be continuing, Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC, and also may without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit, or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable. Secured Party may be the purchaser of any or all of the Collateral at any such sale and Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Company, and Company hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Company agrees that, to the extent notice of sale shall be required by law, at least ten days' prior notice to Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Company hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Company shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency. Company further agrees that a breach of any of the covenants contained in this Section 5.1 may cause irreparable injury to Secured Party, that Secured Party may have no adequate remedy at law in respect of such breach and, upon proof thereof, as a consequence, that each and every covenant contained in this Section 5.1 may be specifically enforceable against Company.

5.2 Additional Remedies. Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Secured Party shall have the right (but not the obligation) to bring suit, in the name of Company, Secured Party or otherwise, to enforce any rights in the Collateral, in which event Company shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify Secured Party as provided in Section 6 hereof; (ii) upon written demand from Secured Party, Company shall execute and deliver to Secured Party an assignment or assignments of the Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; and (iii) Company agrees that such an assignment and/or recording

shall reduce the Secured Obligations outstanding only to the extent that Secured Party receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

5.3 Application of Proceeds. All proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in the following order of priority:

FIRST: To the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to Secured Party and its agents and counsel, and all other expenses, liabilities and advances made or incurred by Secured Party in connection therewith, and all amounts for which Secured Party is entitled to indemnification hereunder and all advances made by Secured Party hereunder for the account of Company, and to the payment of all costs and expenses paid or incurred by Secured Party in connection with the exercise of any right or remedy hereunder;

SECOND: To the payment of all other Secured Obligations; and

THIRD: To the payment to or upon the order of Company, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

6. INDEMNITY AND EXPENSES.

6.1 Indemnity. Company agrees to indemnify Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including enforcement of this Agreement), except to the extent such claims, losses or liabilities result from Secured Party's negligence or willful misconduct as finally determined by a court of competent jurisdiction.

6.2 Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by Secured Party in connection with the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining, or preserving the Collateral (including expenses incurred pursuant hereto), or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company.

6.3 Survival. The obligations of Company in this Section 6 shall survive the termination of this Agreement and the discharge of Company's other obligations under this Agreement and the Purchase Agreement.

7. CONTINUING SECURITY INTEREST; TERMINATION AND RELEASE.

7.1 Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Secured Obligations, (ii) be binding upon Company and its successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns.

7.2 Termination and Release. Upon the payment in full of all Secured Obligations the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Company. Upon any such termination Secured Party will, at Company's expense, execute and deliver to Company such documents as Company shall reasonably request to evidence such termination; if Secured Party fails to do so, then Company shall have the right to execute any and all such required documents in the name of Secured Party with the same force and effect as if Secured Party had executed same itself.

8. GENERAL.

8.1 Definitions; Amendments; Waivers; Consents. The terms not otherwise defined herein shall be used as defined in the Purchase Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto, except as provided in Section 1.3. Any failure of Company or Secured Party to comply with any obligation, covenant, agreement or condition herein may be waived by Secured Party or Company, respectively, only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure unless such consent so provides by its terms. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing.

8.2 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be delivered in accordance with, and to the address of such Party as provided under, the provisions of Section 7.2 of the Purchase Agreement.

8.3 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

8.4 Governing Law. EXCEPT AS TO MATTERS CONTROLLED OR PRE-EMPTED BY FEDERAL LAW, ANY AND ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO PARTIES' RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF CALIFORNIA, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

8.5 Severability; Construction. If any one or more of the provisions contained in this Agreement or in any other agreement or instrument referred to herein shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or other such agreement or instrument. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

8.6 Consent to Jurisdiction. ANY AND ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PARTIES' RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF SUCH COURTS AND WAIVES THE RIGHT TO ASSERT THE DOCTRINE OF "*FORUM NON CONVENIENS*" OR TO OTHERWISE OBJECT TO JURISDICTION OR VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile, PDF or other means of electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Company and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FG HERITAGE, LLC

By: _____

Name: _____

Title: _____

THE WINE GROUP LLC
as Secured Party

By: _____

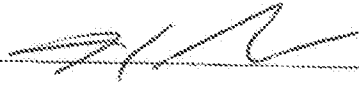
Name: _____

Title: _____

EXECUTION COPY

IN WITNESS WHEREOF, Company and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FG HERITAGE, LLC

By: 

Name: Jay Shoemaker

Title: Chief Executive Officer

THE WINE GROUP LLC
as Secured Party

By: _____

Name: _____

Title: _____

SCHEDULE A TO SECURITY AGREEMENT

Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Australia	INGLENOOK	341137	12/12/1979	341137	12/12/1979
Austria	INGLENOOK	92992	2/14/1990	92992	2/14/1990
Benelux	INGLENOOK	00031566	11/16/1972	315701	11/16/1972
Brazil	INGLENOOK	800003381		800003381	9/20/1992
Canada	INGLENOOK	0445771	10/22/1979	TMA281445	7/15/1983
Canada	INGLENOOK NAVALLE & Design	0633982	6/9/1989	TMA388562	9/6/1991
Chile	INGLENOOK	569592	6/5/2002	646910	10/28/2002
China	INGLENOOK	7746800	10/10/2009		
China	Ingenook (Chinese characters)	9291047	4/1/2011		
Denmark	INGLENOOK	VA198003947	9/8/1980	VR198100967	3/6/1981
European Community	INGLENOOK	002870038	9/19/2002	002870038	9/19/2002
France	INGLENOOK	003028810	5/18/2000	003028810	5/18/2000
Hong Kong	INGLENOOK	301707354	9/3/2010	301707354	9/3/2010
Hong Kong	Ingenook (Chinese characters)	301877338	4/1/2011		
Iceland	INGLENOOK	T4731980	12/23/1980	2901981	11/30/1981
India	INGLENOOK	991027	2/19/2001	991027	2/19/2001
Ireland	INGLENOOK	99781	8/9/2002	99781	6/13/1989
Israel	INGLENOOK	50776	9/5/1980	50776	9/5/1980
Jamaica	INGLENOOK	TM33538	9/25/1980	19973	9/25/1991
Japan	INGLENOOK	54710386	1/24/1972	1159530	10/6/1975
Japan	INGLENOOK	2010-062084	8/6/2010	5391509	2/18/2011
Malaysia	INGLENOOK	M084536	12/6/1979	M084536	12/6/1979
Mexico	INGLENOOK	1038815	10/6/2009	1126884	10/6/2009
New Zealand	INGLENOOK	819945	2/20/2010	819945	2/22/2010
Panama	INGLENOOK	188282	3/9/2010	188282	3/9/2010
Philippines	INGLENOOK (Stylized)	40540	2/4/1980	036149	11/14/1986
Portugal	INGLENOOK	208379	9/11/1980	208379	4/11/1988
Singapore	INGLENOOK	T9915218Z	12/22/1999	T9915218Z	12/22/1999
Sweden	INGLENOOK	197905917	11/12/1979	171484	3/14/1980
Switzerland	INGLENOOK	05978/1979	11/20/1979	P303498	4/16/1980
Taiwan	INGLENOOK	069023589	10/8/1980	149602	2/28/1991
Taiwan	Ingenook (Chinese characters)	100016257	4/1/2011		
Thailand	INGLENOOK	406465	12/19/1979	Khor 111356	12/19/1979
United Kingdom	INGLENOOK	1123925	11/13/1979	1123925	11/13/1979
United States of America	INGLENOOK	71658614	12/28/1953	0599456	12/14/1954
United States of America	INGLENOOK CHABLIS	76445311	8/29/2002	2794059	12/16/2003
Uruguay	INGLENOOK	343753	9/30/2002	343753	8/4/2003

SCHEDULE B
TO
SECURITY AGREEMENT

Trade Dress:



Selling is transferring to Buyer the specific trade dress elements identified below:

- Barrel Head, as illustrated above
- Diamond, as illustrated above

**EXHIBIT I
TO
SECURITY AGREEMENT**

[FORM OF] GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FG HERITAGE, LLC, a California limited liability company ("*Grantor*"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Security Agreement dated as of August __, 2011 (the "*Security Agreement*"), among Company and **THE WINE GROUP LLC**, a Delaware limited liability company ("*Secured Party*") pursuant to which Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the pending trademark applications and issued trademark registrations set forth in **Schedule A** to this Agreement, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "*Trademark Collateral*").

Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

EXECUTION COPY

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the _____ day of August, 2011.

FG HERITAGE, LLC

By: _____

Name: _____

Title: _____

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Australia	INGLENOOK	341137	12/12/1979	341137	12/12/1979
Austria	INGLENOOK	92992	2/14/1990	92992	2/14/1990
Benelux	INGLENOOK	00031566	11/16/1972	315701	11/16/1972
Brazil	INGLENOOK	800003381		800003381	9/20/1992
Canada	INGLENOOK	0445771	10/22/1979	TMA281445	7/15/1983
Canada	INGLENOOK-NAVALLE & Design	0633982	6/9/1989	TMA388562	9/6/1991
Chile	INGLENOOK	569592	6/5/2002	646910	10/28/2002
China	INGLENOOK	7746800	10/10/2009		
China	Inglenook (Chinese characters)	9291047	4/1/2011		
Denmark	INGLENOOK	VA198003947	9/8/1980	VR198100967	3/6/1981
European Community	INGLENOOK	002870038	9/19/2002	002870038	9/19/2002
France	INGLENOOK	003028810	5/18/2000	003028810	5/18/2000
Hong Kong	INGLENOOK	301707354	9/3/2010	301707354	9/3/2010
Hong Kong	Inglenook (Chinese characters)	301877338	4/1/2011		
Iceland	INGLENOOK	T4731980	12/23/1980	2901981	11/30/1981
India	INGLENOOK	991027	2/19/2001	991027	2/19/2001
Ireland	INGLENOOK	99781	8/9/2002	99781	6/13/1989
Israel	INGLENOOK	50776	9/5/1980	50776	9/5/1980
Jamaica	INGLENOOK	TM33538	9/25/1980	19973	9/25/1991
Japan	INGLENOOK	S4710386	1/24/1972	1159530	10/6/1975
Japan	INGLENOOK	2010-062084	8/6/2010	5391509	2/18/2011
Malaysia	INGLENOOK	M084536	12/6/1979	M084536	12/6/1979
Mexico	INGLENOOK	1038815	10/6/2009	1126884	10/6/2009
New Zealand	INGLENOOK	819945	2/20/2010	819945	2/22/2010
Panama	INGLENOOK	188282	3/9/2010	188282	3/9/2010
Philippines	INGLENOOK (Stylized)	40540	2/4/1980	036149	11/14/1986
Portugal	INGLENOOK	208379	9/11/1980	208379	4/11/1988
Singapore	INGLENOOK	T9915218Z	12/22/1999	T9915218Z	12/22/1999
Sweden	INGLENOOK	197905917	11/12/1979	171484	3/14/1980
Switzerland	INGLENOOK	05978/1979	11/20/1979	P303498	4/16/1980
Taiwan	INGLENOOK	069023589	10/8/1980	149602	2/28/1991
Taiwan	Inglenook (Chinese characters)	100016257	4/1/2011		
Thailand	INGLENOOK	406465	12/19/1979	Khor 111356	12/19/1979
United Kingdom	INGLENOOK	1123925	11/13/1979	1123925	11/13/1979
United States of America	INGLENOOK	71658614	12/28/1953	0599456	12/14/1954
United States of America	INGLENOOK CHABLIS	76445311	8/29/2002	2794059	12/16/2003
Uruguay	INGLENOOK	343753	9/30/2002	343753	8/4/2003

Exhibit I-3

Security Agreement