

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ascentia Wine Estates, LLC		10/10/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85314836	1805	
<b>Serial Number:</b>	85342490	BW#29	
<b>Serial Number:</b>	85253771	CELLARMASTER'S	
<b>Serial Number:</b>	85344606	LI'L RED	
<b>Serial Number:</b>	85315775	LITTLE RED	
<b>Serial Number:</b>	85302659	ZIN-PHOMANIAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		

**CH \$165.00 85314836**

**900204435**

**TRADEMARK  
 REEL: 004640 FRAME: 0389**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1686070

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 10/12/2011

Total Attachments: 7  
source=3086199#page1.tif  
source=3086199#page2.tif  
source=3086199#page3.tif  
source=3086199#page4.tif  
source=3086199#page5.tif  
source=3086199#page6.tif  
source=3086199#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2011, is made by ASCENTIA WINE ESTATES, LLC, a Delaware limited liability company (formerly known as Eight Estates Fine Wines, LLC) ("*Grantor*"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties. This Trademark Security Agreement supplements and is in addition to (x) the Trademark Security Agreement entered into by Grantor and accepted by Agent on June 9, 2008 (the "*2008 TSA*") and (y) the Trademark Security Agreement entered into by Grantor and accepted by Agent on January 26, 2011 (the "*January 2011 TSA*").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 9, 2008, as modified by that certain First Amendment, Consent and Limited Waiver to Credit Agreement dated as of December 3, 2009, that certain Consent and Limited Waiver dated as of March 17, 2010 and that certain Limited Forbearance Agreement dated as of September 15, 2011 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Grantor, Eight Estates Wine Holdings, LLC, a Delaware limited liability company, the other Persons party thereto designated as "*Credit Parties*", the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

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

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

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

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

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule I* hereto (which are in addition to, and not in replacement of, those Trademarks and IP Licenses listed in (x) Schedule 1 of the 2008 TSA and (y) Schedule 1 of the January 2011 TSA);

(b) all renewals and extensions of the foregoing;

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

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

*Section 3. Guaranty and Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement (and pursuant to the (x) 2008 TSA and (y) January 2011 TSA) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby (and in the (x) 2008 TSA and (y) January 2011 TSA) are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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

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

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

deemed to be a waiver of any other Defaults or Events of Default now existing or hereafter arising.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ASCENTIA WINE ESTATES, LLC  
as Grantor

By: Kathy DeVille  
Name: Kathy DeVille  
Title: SVP Finance

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Its Duly Authorized Signatory

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

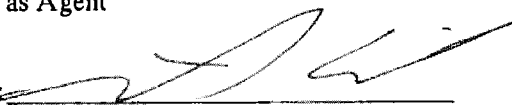
Very truly yours,

ASCENTIA WINE ESTATES, LLC  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Its Duly Authorized Signatory  
Robert A. Miller  
Duly Authorized Signatory

[Signature page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SONOMA )

On this 10<sup>th</sup> day of October, 2011 before me personally appeared Kathy Devillers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ascentia Wine Estates, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Cathleen Ann Prouse  
Notary Public



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>SERIAL/ REGISTRATION NUMBER</b>	<b>WORD MARK</b>
85314836	1805
85342490	BW #29
85253771	Cellarmaster's
85344606	Li'L Red
85315775	Little Red
85302659	Zin-Phomaniac

Schedule I  
(to Trademark Security Agreement)