

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
Roots Run Deep, LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
Educated Guess, L.P.		11/21/2011	Limited Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	200 B. Street, 3rd Floor
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95401
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85078971	HYPOTHESIS
Serial Number:	77560289	THE PHD
Serial Number:	77560298	THE GRADUATE
Serial Number:	77560305	THE SCHOLAR
Registration Number:	3396237	EDUCATED GUESS
Registration Number:	3565305	X (NAPA VALLEY + 2005) CABERNET SAUVIGNON

CORRESPONDENCE DATA

Fax Number: (415)268-7522
 Phone: 415-268-6810
 Email: kfraser@mofa.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Rosemary S. Tarlton, Morrison & Foerster

900209586

TRADEMARK
REEL: 004678 FRAME: 0613

CH \$165.00 85078971

Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	07933-525
NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	12/14/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 21, 2011, is entered into among ROOTS RUN DEEP, LLC, a Delaware limited liability company, EDUCATED GUESS, L.P., a California limited partnership (each, a "Grantor" and, collectively, the "Grantors"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

RECITALS

A. The Grantors and the Lender have entered into that certain Credit Agreement, dated as of November 21, 2011 (as amended, modified, renewed or extended from time to time, the "Credit Agreement") (all capitalized terms used in this Agreement and not otherwise defined herein having the meanings assigned to them in that certain Security Agreement, dated as of even date herewith, between the Grantors and the Lender (as amended, modified, renewed or extended from time to time, the "Security Agreement"));

B. Each Grantor is the owner of certain intellectual property, identified below, in which such Grantor is granting a security interest to Lender;

C. It is a condition precedent under the Credit Agreement that the Grantors enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantors described below.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Secured Obligations, including interest that accrues after the commencement by or against any Grantor of any Insolvency Proceeding naming such Person as the debtor in such proceeding, and without limiting any other security interest the Grantors have granted to Lender, each Grantor hereby grants, assigns, and conveys to Lender a security interest in such Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of such Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iii) All of such Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Lender for past,

present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets;

(v) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vi) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2. AFTER-ACQUIRED TRADEMARK RIGHTS.

If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks, or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 2, each Grantor authorizes Lender to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Exhibit A.

3. GENERAL PROVISIONS.

3.1 Rights Under Security Agreement. This Agreement has been granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that the Grantors may not transfer any of the Collateral or any of its rights or obligations hereunder, without the prior written consent of Lender, except as specifically permitted by the Credit Agreement or the Security Agreement.

3.3 Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement between the Grantors and the Lender with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof.

3.4 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Lender

greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under the Security Agreement.

3.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

3.6 Severability of Provisions. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement

3.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GRANTORS:

ROOTS RUN DEEP, LLC,
a Delaware limited liability company

By: Mark Albert
Name: Mark Albert
Title: Managing member

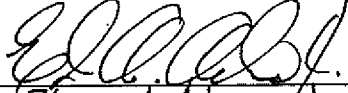
EDUCATED GUESS, L.P.,
a California limited partnership

By: Roots Run Deep, LLC, General Partner

By: Mark Albert
Name: Mark Albert
Title: Managing Member

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Edwin A. Adams, Jr.
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004678 FRAME: 0619

Exhibit A

REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Status</u>
Roots Run Deep, LLC	United States	3396237	3-11-08	Roots Run Deep, LLC	EDUCATED GUESS	LIVE
Roots Run Deep, LLC	United States	3565305	1-20-09	Roots Run Deep, LLC	X (NAPA VALLEY + 2005) CABERNET SAUVIGNON	LIVE

PENDING TRADEMARKS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>	<u>Status</u>
Roots Run Deep, LLC	United States	85078971	7-6-10	Roots Run Deep, LLC	HYPOTHESIS	LIVE
Roots Run Deep, LLC	United States	77560289	9-2-08	Roots Run Deep, LLC	THE PHD	LIVE
Roots Run Deep, LLC	United States	77560298	9-2-08	Roots Run Deep, LLC	THE GRADUATE	LIVE
Roots Run Deep, LLC	United States	77560305	9-2-08	Roots Run Deep, LLC	THE SCHOLAR	LIVE
Roots Run Deep, LLC	United States	77040929	11-9-06	Roots Run Deep, LLC	THE OPENING ACT	ABANDONED
Roots Run Deep, LLC	United States	77040938	11-9-06	Roots Run Deep, LLC	THE HEADLINER	ABANDONED
Roots Run Deep, LLC	United States	77040944	11-9-06	Roots Run Deep, LLC	THE AFTER PARTY	ABANDONED

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