

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winebow, Inc.		12/22/2011	CORPORATION: DELAWARE
Boston Wine Company, Ltd.		12/22/2011	CORPORATION: MASSACHUSETTS
Mid-State Distributors, LLC		12/22/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3319072	2 UP	
Registration Number:	3006206	ALMIRA	
Registration Number:	3018611	BIG FLUKE WINERY	
Registration Number:	2720490	BOSTON WINE	
Registration Number:	3344759	CLEAN SLATE	
Registration Number:	3580560	FAT BASTARD	
Registration Number:	3578412	FAT BASTARD BONAFIDE · FAT BASTARD · FB 2005	
Registration Number:	2230941	FAT BASTARD	
Registration Number:	3080190	FLYING FISH	
Registration Number:	3473327	HIGH NOTE	
Registration Number:	2570718	KRIS	

OP \$665.00 3319072

Registration Number:	3630759	KRIS
Registration Number:	2726497	LEONARDO LO CASCIO SELECTIONS
Registration Number:	3231393	LICIA
Registration Number:	3133573	LOS DOS
Registration Number:	1911681	PALLADIO
Registration Number:	2555860	ROCCADORO
Registration Number:	3197412	ROOT:1
Registration Number:	2621923	SABATUCCI
Registration Number:	3732219	SPANISH SONS
Registration Number:	2624860	STELLA
Registration Number:	3037452	THIERRY AND GUY
Registration Number:	3207896	W WINEBOW BRANDS INTERNATIONAL
Registration Number:	2071562	WINEBOW INC.
Serial Number:	85254626	24 KNOTS
Serial Number:	85254648	UNDERCURRENT

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
Phone: 617-951-8132  
Email: linda.salera@bingham.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Linda A. Salera  
Address Line 1: 1 Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	12/22/2011

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 22, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares Capital, as Agent for the Secured Parties, and General Electric Capital Corporation, as revolver agent, the Lenders, the L/C Issuers and the other Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the other Secured Parties and the Agent to enter into the Credit Agreement and to induce the Lenders, the L/C Issuers and the other Secured Parties to make their respective extensions of credit to the Borrowers thereunder, each 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. Each 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 such 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 such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all exclusive IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(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 is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each 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 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. Pursuant to the Guaranty and Security Agreement, a security interest is not granted in any contract, permit or license or any Contractual Obligation entered into by any Grantor (A) that prohibits or requires the consent of any Person other than a Borrower and its Affiliates which has not been obtained as a condition to the creation by such Grantor of a Lien on any right, title or interest in such contract, permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

WINEBOW, INC.,  
as a Grantor

By: Jon Moramarco  
Name: Jon Moramarco  
Title: President and Chief Executive Officer

BOSTON WINE COMPANY, LTD.,  
as a Grantor

By: Jon Moramarco  
Name: Jon Moramarco  
Title: President and Chief Executive Officer

MID-STATE DISTRIBUTORS, LLC,  
as a Grantor

By: Jon Moramarco  
Name: Jon Moramarco  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION,  
as Agent

By: Michael L. Smith  
Name: Michael L. Smith  
Title: Authorized Signatory

*Acknowledgment of Grantor to Trademark Security Agreement (WINEROW, INC.)*

**TRADEMARK**  
**REEL: 004686 FRAME: 0217**



ACKNOWLEDGMENT OF GRANTOR

State of New Jersey )  
County of Bergen )

ss.

On this 20 day of December, 2011 before me personally appeared Son MORA MARCO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Winebow, Inc., 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.

PATRICIA H. PATTERSON  
Notary Public, State of New Jersey  
No. 2179000  
Qualified in Bergen County  
Commission Expires June 19, 2015

Patricia H. Patterson  
Notary Public

ACKNOWLEDGMENT OF GRANTOR

State of New Jersey )  
County of Bergen )

ss.

On this 20 day of December, 2011 before me personally appeared Son MORA MARCO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Boston Wine Company, Ltd., 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.

PATRICIA H. PATTERSON  
Notary Public, State of New Jersey  
No. 2179000  
Qualified in Bergen County  
Commission Expires June 19, 2015

Patricia H. Patterson  
Notary Public

ACKNOWLEDGMENT OF GRANTOR

State of New Jersey )  
County of Bergen )

ss.

On this 20 day of December, 2011 before me personally appeared Son MORA MARCO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mid-State Distributors, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.





PATRICIA H. PATTERSON  
Notary Public, State of New Jersey  
No. 2179000  
Qualified in Bergen County  
Commission Expires June 19, 2015

Patricia H. Patterson  
Notary Public


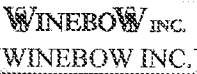

Acknowledgment to Trademark Security Agreement (WINEBOW, INC.)

**SCHEDULE 1  
TRADEMARKS**

**I. U.S. TRADEMARK REGISTRATIONS**

Trademark	Ownership	U.S. Registration No.	Registration Date
2 UP	Winebow, Inc. (DE corp.) – 75% Kangarilla Road Pty. (Australian corp.) – 25%	3,319,072	Oct. 23, 2007
ALMIRA	Winebow, Inc. (DE corp.) – 100%	3,006,206	Oct. 11, 2005
Big Fluke Winery	Click Wine Group, Inc. (WA)	3,018,611	November 22, 2005
BOSTON WINE	Boston Wine Company, Ltd. (MA Corp.) – 100%	2,720,490	June 3, 2003
CLEAN SLATE	Winebow, Inc. (DE corp.) – 75% Moselland EG Winzergenossenschaft (German cooperative) – 25%	3,344,759	Nov. 27, 2007
FAT BASTARD	Winebow, Inc. (DE corp.) – 50% GMDF (France corp.) – 50 %	3,580,560	Feb. 24, 2009
  FAT <i>bastard</i>  [FAT BASTARD BONAFIDE · FAT BASTARD · FB 2005]	Winebow, Inc. (DE corp.) – 50% GMDF (France corp.) – 50 %	3,578,412	Feb. 24, 2009
FAT BASTARD	Winebow, Inc. (DE corp.) – 50% GMDF (France corp.) – 50%	2,230,941	Mar. 9, 1999
FLYING FISH	Winebow, Inc. (DE corp.) – 75% Milbrandt Vineyards Inc. (WA corp.) – 25%	3,080,190	Apr. 11, 2006
HIGH NOTE	Winebow, Inc. (DE corp.) – 75% Puerto Ancona S.A. (Argentine corp.) – 25%	3,473,327	July 22, 2008
KRIS	Franz Haas SRL (Italy LLC) – 51% Winebow, Inc. (DE corp.) – 49%	2,570,718	May 21, 2002
 [KRIS]	Franz Haas SRL (Italy corp.) – 51% Winebow, Inc. (DE corp.) – 49%	3,630,759	June 2, 2009
 [LEONARDO LO CASCIO]	Winebow, Inc. (DE corp.) – 100%	2,726,497	June 17, 2003

Schedule 1

SELECTIONS]			
LICIA	Winebow, Inc. (DE corp.) – 100%	3,231,393	Apr. 17, 2007
LOS DOS	Winebow, Inc. (DE corp.) – 100%	3,133,573	Aug. 22, 2006
PALLADIO	Winebow, Inc. (DE corp.) – 100%	1,911,681	Aug. 15, 1995
ROCCADORO	Winebow, Inc. (DE corp.) – 100%	2,555,860	Apr. 2, 2002
ROOT:1	Winebow, Inc. (DE corp.) – 50% Vina Ventisquero Limitada (Chile LLC) – 50%	3,197,412	Jan. 9, 2007
SABATUCCI	Mid-State Distributors, LLC (CT LLC) – 100%	2,621,923	Sept. 17, 2002
SPANISH SONS	Kooka Wines, Inc. (WA. Corp.) – 75% Bodegas Farina (Spanish Corp.) – 25%	3,732,219	Dec. 29, 2009
STELLA	Winebow, Inc. (DE corp.) – 100%	2,624,860	Sept. 24, 2002
THIERRY AND GUY	Winebow, Inc. (DE corp.) – 100%	3,037,452	Jan. 3, 2006
 [W WINEBOW BRANDS INTERNATIONAL]	Winebow, Inc. (DE corp.) – 100%	3,207,896	Feb. 13, 2007
 [WINEBOW INC.]	Winebow, Inc. (DE corp.) – 100%	2,071,562	June 17, 1997
 [ZARDETTO]	Winebow, Inc. – 50% Zardetto Spumanti S.R.L. (Italy LLC) – 50%	3,841,762	Aug. 31, 2010

## II. PENDING U.S. TRADEMARK APPLICATIONS

Trademark	Ownership	U.S. App. Serial No.	Filing Date
24 KNOTS	Winebow, Inc. (DE corp.) – 75% Scheid Vineyards California, Inc. (CA corp.) – 25% w/option to increase ownership by 24%	85/254,626	Mar. 1, 2011
UNDERCURRENT	Winebow, Inc. (DE corp.) – 100%	85/254,648	Mar. 1, 2011


## III. FOREIGN TRADEMARK REGISTRATIONS

Trademark	Country	Ownership	Reg. No.	Reg. Date
2-UP	Canada	Winebow, Inc. – 75% Kangarilla Road Pty (Australia Corp.) – 25%	720092	July 31, 2008
2-UP (and design)	Australia	Winebow, Inc.	1062684	June 29, 2005
CLEAN SLATE	Canada	Winebow, Inc. (DE corp.) – 75% Moselland EG Winzergenossenschaft (German cooperative) – 25%	723461	Sept. 11, 2008
CLEAN SLATE	CTM	Winebow, Inc. (DE corp.) – 75% Moselland EG Winzergenossenschaft	4845723	Jan. 4, 2007

Schedule I

		(German cooperative) – 25%		
FAT BASTARD	Benelux	GMDF – 50% Kooka Wines Inc. – 50%	735553	Aug. 3, 2000
FAT BASTARD	Canada	GMDF – 50% Kooka Wines Inc. – 50%	579078	Apr. 7, 2003
FAT BASTARD	France	GMDF – 50% Kooka Wines Inc. – 50%	99 831217	Dec. 21, 1999
FAT BASTARD	India	GMDF – 50% Kooka Wines Inc. – 50%	1533991	Feb. 23, 2007
FAT BASTARD	Ireland	GMDF – 50% Kooka Wines Inc. – 50%	735553	May 7, 2009
FAT BASTARD	Japan	GMDF – 50% Kooka Wines Inc. – 50%	735553	Nov. 15, 2007
FAT BASTARD	WIPO	GMDF – 50% Kooka Wines Inc. – 50%	735553	June 2, 2000
FAT BASTARD	South Africa	GMDF – 50% Kooka Wines Inc. – 50%	2006/30851	Dec. 31, 2006
FAT BASTARD	South Korea	GMDF – 50% Kooka Wines Inc. – 50%	735553	Feb. 5, 2009
FAT BASTARD	Taiwan	GMDF – 50% Kooka Wines, Inc. – 50%	1321973	Aug. 1, 2008
FAT BASTARD	UK	GMDF – 50% Kooka Wines Inc. – 50%	2382219	Jan. 15, 2005
FAT BASTARD	UK	GMDF – 50% Kooka Wines Inc. – 50%	735553	Aug. 3, 2000
HIGH NOTE	Canada	Winebow, Inc. (DE Corp.) – 75% Puerto Ancona S.A. (Argentine Corp.) – 25%	794230	Mar. 30, 2011
LICIA (design)	CTM	Winebow, Inc.	5147137	Apr. 16, 2007

Schedule 1

LICIA (design)	Spain	Winebow, Inc.	2717928	Dec. 20, 2006
LOS DOS	CTM	Winebow, Inc.	5106323	Mar. 15, 2007
LOS DOS	Spain	Winebow, Inc.	2714415	Nov. 21, 2006
PALLAIO	CTM	Winebow, Inc.	2613016	May 16, 2003
ROOT: 1	Canada	Winebow, Inc. – 50%	726506	Oct. 21, 2008
ROOT 1	Canada	Winebow, Inc. – 50%	720087	July 31, 2008
STELLA	Italy	Winebow, Inc.	0001350780	Oct. 4, 2010
 [ZARDETTO]	WIPO	Winebow, Inc. – 50% Zardetto Spumanti S.R.L. (Italy LLC) – 50%	1,032,037	Jan. 2, 2010

#### IV. FOREIGN TRADEMARK APPLICATIONS

Trademark	Country	Ownership	Reg. No./App. No.	Filing Date
24 KNOTS	Canada	Winebow, Inc. (DE corp.) – 75% Scheid Vineyards California, Inc. (CA corp.) – 25% w/option to increase ownership by 24%	153670600	July 21, 2011