

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
Ascentia Wine Estates, LLC		04/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85548496	UNCENSORED	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1686070		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$40.00 85548496

Date:

04/09/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2012, 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*"), (y) the Trademark Security Agreement entered into by Grantor and accepted by Agent on January 26, 2011 (the "*January 2011 TSA*") and (z) the Trademark Security Agreement entered into by Grantor and accepted by Agent on October 10, 2011 (the "*October 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, (y) Schedule 1 of the January 2011 TSA) and (z) Schedule 1 of the October 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, (y) January 2011 TSA and (z) October 2011) 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, (y) January 2011 TSA and October 2011) 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

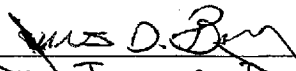
deemed to be a waiver of any other Defaults or Events of Default now existing or hereafter arising.

[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: 
Name: James D. Bielenberg
Title: CFO

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

[Signature page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
) SS.
COUNTY OF Sonoma)

On this 6th day of April, 2012 before me personally appeared James D. Bielenberg, 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.

Ilia Halstead

Notary Public



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

SERIAL/ REGISTRATION NUMBER	WORD MARK
85548496	Uncensored

Schedule I
(to Trademark Security Agreement)