

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
Winery Exchange, Inc.		01/05/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85562278	KICKSTAND
Serial Number:	85540188	SOUTHSHOT
Serial Number:	85540186	COX & ROW
Serial Number:	85509626	FRATELLI ALLIANO
Serial Number:	85446992	SPIRITO D'ITALIA
Serial Number:	85453374	PANTAGO
Serial Number:	85396007	CHARLIE NOBLE
Serial Number:	85568761	VAQUALE
Serial Number:	85530334	FURO
Serial Number:	85557018	ACRONYM
Serial Number:	85585930	IMMERSION
Serial Number:	85585925	HALF SHELL
Serial Number:	85568648	ANDALE

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Serial Number:	85341539	ORIGINAL MRS. BEACHLEY'S
Serial Number:	85326647	GEOVINI
Serial Number:	85318004	HOPPER WHITMAN
Serial Number:	85313719	DOON BUGGY
Serial Number:	85312705	A WINTER'S TALE
Serial Number:	85341179	LUCA & LUIGI
Serial Number:	85356916	STESSO
Serial Number:	85527761	PUSHPIN
Serial Number:	85234858	PLAYA DE LA CRUZ
Serial Number:	85207577	H & G
Serial Number:	78809797	GRAN AMIGO
Serial Number:	78931880	
Serial Number:	78415980	
Serial Number:	78415353	ECHELON
Serial Number:	76236472	GRAN AMIGO

CORRESPONDENCE DATA

Fax Number: 3134968453
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 313-496-8466
Email: dford@millercanfield.com
Correspondent Name: David J. Ford, Miller Canfield
Address Line 1: 150 West Jefferson
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	125055-00828
NAME OF SUBMITTER:	David J. Ford
Signature:	/david j ford/
Date:	05/01/2012

Total Attachments: 12

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EXHIBIT A -- AGREEMENT (TRADEMARKS) FORM

AGREEMENT
(Trademarks)

This Agreement (Trademarks) (this "Agreement") dated as of January 5, 2011 ("Effective Date") is made between the undersigned (individually each the "Debtor" and collectively the "Debtors") and COMERICA BANK, a Texas banking association, as agent for and on behalf of the Lenders.

Preliminary Statement

A. WINERY EXCHANGE, INC., a California corporation (the "Borrower"), as borrower, certain financial institutions (the "Lenders"), and Agent intend to enter into a Credit Agreement of even date herewith (with all of its modifications, supplements, restatements, extensions, and renewals in effect from time to time, the "Credit Agreement"). The Credit Agreement sets forth the terms and conditions for loans and other extensions of credit to be made by the Lenders to or for the account of the Borrower, including without limitation a \$25,000,000 Revolving Credit and Letters of Credit of up to \$3,000,000 in aggregate stated amount.

B. In connection with the Credit Agreement, the Debtors have executed and delivered the Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement").

C. As a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Accordingly, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor hereby mortgages, pledges and hypothecates to Secured Party, and grants to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral") whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other indicia of trade origin, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment I hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment I hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Debtor shall be deemed to have granted a security interest in, any of such Debtor's rights or interests in or under, any license, contract, permit, instrument, security or franchise to which such Debtor is a party or any of its rights or interests thereunder if such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC (as defined in the Credit Agreement) or any other applicable law (including the Bankruptcy Code (as defined in the Credit Agreement)) or principles of equity); provided that immediately upon the ineffectiveness, lapse or termination of any such provision the Trademark Collateral shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world ("Registration Offices"). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations (other than unasserted contingent obligations) and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Related Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures follow on succeeding pages]

WINERY EXCHANGE, LLC, a Delaware
limited liability company

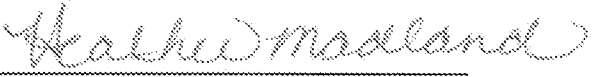
By: WINERY EXCHANGE, INC.,
a California corporation
Its: Manager

By: 
John Gilmer

Its: Senior Vice President, Finance,
HR & Technology

Accepted by Secured Party:

COMERICA BANK,
as Administrative Agent

By: 
Heather M. Madland
Its: Vice President

COMERICA BANK,
as a Lender, as Issuing Lender
and as Swing Line Lender

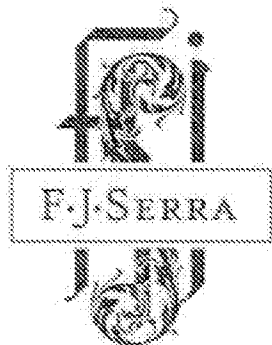
By: Heather Madland
Heather M. Madland
Its: Vice President

SCHEDULE I – Intellectual Property

Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Winery Exchange	LEGADO DEL CASTILLO	4342796	02/07/2006	European Community
Winery Exchange	MAGISTRATE	7102338	04/21/2009	European Community
Winery Exchange	NAPA FAMILY VINEYARDS	5955562	06/05/2008	European Community
Winery Exchange	OGIO	5236898	08/02/2007	European Community
Winery Exchange	THE GLOBAL RANGE	4217485	01/13/2006	European Community
Winery Exchange	REGIONS	4541200	02/01/2002	Japan
Winery Exchange	ÁNDALE	1086232	02/20/2009	Mexico
Winery Exchange	VAQUALE	1082266	02/04/2009	Mexico
Winery Exchange	STORYTELLER	2006/01886	01/25/2010	South Africa
Winery Exchange	ALBURY COVE	2276115	01/04/2002	United Kingdom
Winery Exchange	AUSSIE RULES	2337742	07/16/2004	United Kingdom
Winery Exchange	BALLANTRAE WINE MERCHANTS	2376512	04/01/2005	United Kingdom
Winery Exchange	CALIFORNIA ONE	2490664	01/02/2009	United Kingdom
Winery Exchange	CA-ONE	2358548	10/01/2004	United Kingdom
Winery Exchange	FORAGE	2362025	10/08/2004	United Kingdom
Winery Exchange	HAWKSTONE	2456450	11/02/2007	United Kingdom
Winery Exchange	JENICA PEAK	2275971	12/28/2001	United Kingdom
Winery Exchange	LA MIRA	2275967	03/22/2003	United Kingdom
Winery Exchange	MARQ	2442338	06/22/2007	United Kingdom
Winery Exchange	PETALBROOK HILLS	2469588	04/04/2008	United Kingdom
Winery Exchange	RAGGED POINT	2453718	11/02/2007	United Kingdom
Winery Exchange	RAPAKI BAY	2275968	12/28/2001	United Kingdom
Winery Exchange	REGIONS	2271719	02/15/2002	United Kingdom
Winery Exchange	SAVVY	2354994	07/16/2004	United Kingdom
Winery Exchange	SIDESHOW	2391133	11/04/2005	United Kingdom
Winery Exchange	SIDNEY STRONG'S FINEST	2380588	06/10/2005	United Kingdom
Winery Exchange	SMALL WONDERS WINE COMPANY	2493612	07/24/2008	United Kingdom
Winery Exchange	SOJOURN	2326410	08/15/2003	United Kingdom
Winery Exchange	STORYTELLER	2385179	08/19/2005	United Kingdom
Winery Exchange	THE FRENCHHOUSE	2417198	11/10/2006	United Kingdom
Winery Exchange	THE WILD BUNCH	2336454	11/28/2003	United Kingdom
Winery Exchange	TORRIGO BAY	2275966	07/23/2001	United Kingdom
Winery Exchange	TRAILBLAZERS	2488828	10/10/2008	United Kingdom
Winery Exchange	ARROW CREEK	2734855	07/08/2003	United States of America

Winery Exchange	AYA VODKA	3763802	03/23/2010	United States of America
Winery Exchange	D.B. HOBBS	3321864	10/23/2007	United States of America
Winery Exchange	DELLATORRI	2922638	02/01/2005	United States of America
Winery Exchange	DRAKE-HUDSON	2885265	09/14/2004	United States of America
Winery Exchange	DRINK GLOBAL	2960875	06/07/2005	United States of America
Winery Exchange	DUTCH REPUBLIC 1581	3826076	07/27/2010	United States of America
Winery Exchange	EL PENSADOR	3823165	07/20/2010	United States of America
Winery Exchange	ELDER VINE	3066668	03/07/2006	United States of America
Winery Exchange	ENOTECA ORSO	3419554	04/29/2008	United States of America
Winery Exchange	ESCHER HAUS	3775427	04/13/2010	United States of America
Winery Exchange	ESMÉ	3772692	04/06/2010	United States of America
Winery Exchange	ESPUELA DEL GAUCHO	3644738	06/23/2009	United States of America
Winery Exchange	F J SERRA & design (Image title: FJ SERRA and Design):	3687353	09/22/2009	United States of America



Winery Exchange	FOODIES	3459228	07/01/2008	United States of America
Winery Exchange	GAME DAY	3804875	06/15/2010	United States of America
Winery Exchange	GLENTAITE	3659117	07/21/2009	United States of America

Winery Exchange	Grape Design (Image title: Grape Logo):	2865386	07/20/2004	United States of America
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Winery Exchange	HAWKSTONE	3113181	07/04/2006	United States of America
Winery Exchange	HEDGE LINE	3764858	03/23/2010	United States of America
Winery Exchange	HILLTOWN VINEYARDS	3432179	05/20/2008	United States of America
Winery Exchange	HUNTERS GROVE	2971420	07/19/2005	United States of America
Winery Exchange	JARIO	2984187	08/09/2005	United States of America
Winery Exchange	KALBARRI	2807056	01/20/2004	United States of America
Winery Exchange	MAGISTRATE	3382824	02/12/2008	United States of America
Winery Exchange	MANIÑA	3088760	05/02/2006	United States of America
Winery Exchange	MARTIN'S RAKE	3459240	07/01/2008	United States of America
Winery Exchange	NOBLE MOTIF VODKA	3823117	07/20/2010	United States of America
Winery Exchange	NVF NAPA FAMILY VINEYARDS & Design (Image Title: NAPA FAMILY VINEYARDS NVF & Design):	3454971	06/24/2008	United States of America



Winery Exchange	OGIO	3432178	05/20/2008	United States of America
Winery Exchange	OYA POINTE	3108186	06/20/2006	United States of America
Winery Exchange	PARKERS ESTATE BLUE ASH ROAD	2893863	10/12/2004	United States of America
Winery Exchange	PARKERS ESTATE NORTH PEYTON BLOCK	2944799	04/26/2005	United States of America

Winery Exchange	PARKERS ESTATE OLD VINE STREET	2933944	03/15/2005	United States of America
Winery Exchange	PLATFORM 9	3737924	01/12/2010	United States of America
Winery Exchange	QUEENSGATE	3756029	03/02/2010	United States of America
Winery Exchange	RIPARIAN	2714486	05/06/2003	United States of America
Winery Exchange	ROSCOE'S HOP HOUSE	3857631	10/05/2010	United States of America
Winery Exchange	SEVEN KINGS	3878129	11/16/2010	United States of America
Winery Exchange	SMALL WONDERS	3756013	03/02/2010	United States of America
Winery Exchange	SNAPPING TURTLE	3670879	08/18/2009	United States of America
Winery Exchange	SOLEMAR	3363662	01/01/2008	United States of America
Winery Exchange	SONOMA TRAIL	3432180	05/20/2008	United States of America
Winery Exchange	STEEL KETTLE WHISTLE	3836052	08/17/2010	United States of America
Winery Exchange	SURF POINT	3522284	10/21/2008	United States of America
Winery Exchange	TAP ROOM 21	3785114	05/04/2010	United States of America
Winery Exchange	THE GLOBAL RANGE	3124770	08/01/2006	United States of America
Winery Exchange	THE WINEWRIGHTS	77/698409	03/25/2009	United States of America
Winery Exchange	TRADEPULSE	2609270	08/20/2002	United States of America
Winery Exchange	TROUBLE BREWING	3676961	09/01/2009	United States of America
Winery Exchange	VERIS	3747445	02/09/2010	United States of America
Winery Exchange	WOLFHOUSE	3086686	04/25/2006	United States of America
Winery Exchange	ZINOPOLIS	3737913	01/12/2010	United States of America

Pending and Allowed Trademark Applications:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
Winery Exchange	OGIO	1490099	07/26/2010	Canada
Winery Exchange	31ST STATE	77/363796	01/03/2008	United States of America
Winery Exchange	ACONGA	77/916115	01/20/2010	United States of America

Winery Exchange	AMBIQ	77/917881	01/22/2010	United States of America
Winery Exchange	ANDALE	77/647044	01/09/2009	United States of America
Winery Exchange	BIG FLATS 1901	85/130660	09/15/2010	United States of America
Winery Exchange	BLOC 70	85/044330	05/20/2010	United States of America
Winery Exchange	CAR NO. 8	77/509049	06/26/2008	United States of America
Winery Exchange	COASTROAD	77/362186	12/31/2007	United States of America
Winery Exchange	COPPER BELL	85/191789	12/06/2010	United States of America
Winery Exchange	DON PATRICK	77/811756	08/24/2009	United States of America
Winery Exchange	FOUR IN HAND	85/191788	12/06/2010	United States of America
Winery Exchange	GALLACHER & DUNN	85/197855	12/14/2010	United States of America
Winery Exchange	ICE CLOUD	77/829987	09/18/2009	United States of America
Winery Exchange	KODIAK RIDGE	85/034562	05/10/2010	United States of America
Winery Exchange	PINETTI NOTTE	85/170838	11/06/2010	United States of America
Winery Exchange	PORT REPUBLIC	85/199095	12/15/2010	United States of America
Winery Exchange	STAR COUNTY	77/554740	08/25/2008	United States of America
Winery Exchange	THE WINEWRIGHTS	77/698409	03/25/2009	United States of America
Winery Exchange	VAQUALE	77/631531	12/11/2008	United States of America
Winery Exchange	VARSITY BREWS	77/850704	10/16/2009	United States of America
Winery Exchange	WALKER BROWN	85/034589	05/10/2010	United States of America
Winery Exchange	WILD RANGE	85/044316	05/20/2010	United States of America
Winery Exchange	WISHING WELL	77/209078	06/18/2007	United States of America
Winery Exchange	ZAMARRO	77/897415	12/18/2009	United States of America