

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: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85611027 | FURO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3134968453 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| 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/ | | |

CH \$40.00 85611027

Date:

05/02/2012

Total Attachments: 12

source=Executed Trademark Agreement (original)#page1.tif
source=Executed Trademark Agreement (original)#page2.tif
source=Executed Trademark Agreement (original)#page3.tif
source=Executed Trademark Agreement (original)#page4.tif
source=Executed Trademark Agreement (original)#page5.tif
source=Executed Trademark Agreement (original)#page6.tif
source=Executed Trademark Agreement (original)#page7.tif
source=Executed Trademark Agreement (original)#page8.tif
source=Executed Trademark Agreement (original)#page9.tif
source=Executed Trademark Agreement (original)#page10.tif
source=Executed Trademark Agreement (original)#page11.tif
source=Executed Trademark Agreement (original)#page12.tif

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 Madland*
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 |
|-----------------|---|---------|------------|--------------------------|



| | | | | |
|-----------------|---|---------|------------|--------------------------|
| 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 |