

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
Davids Pinot Vineyards, Inc.		04/19/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	American AgCredit, PCA, as Administrative Agent		
Street Address:	P. O. Box 1330		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95042		
Entity Type:	Production Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2848904	GRATIS	
Registration Number:	2848905	SOUTHING	
Registration Number:	2848906	BOTELLA	
Registration Number:	2742612	SEA SMOKE	
Serial Number:	85438628	SCREAMING EGO	
Serial Number:	85451421	SEA SPRAY	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Andrew Fessak/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

OP \$165.00 2848904

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**TRADEMARK
 REEL: 004782 FRAME: 0880**

ATTORNEY DOCKET NUMBER:	1448012-0016-DAVIDSPINOTV
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	05/17/2012
Total Attachments: 4 source=Grant of Trademark Security Interest#page1.tif source=Grant of Trademark Security Interest#page2.tif source=Grant of Trademark Security Interest#page3.tif source=Grant of Trademark Security Interest#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DAVIDS PINOT VINEYARDS, INC., a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, has entered into a Credit Agreement dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and American AgCredit, PCA, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under

Grant of Trademark Security Interest

insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

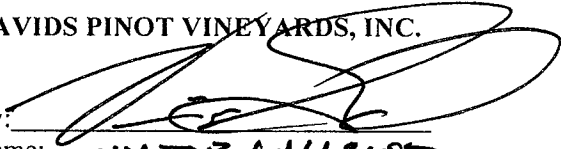
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Grant of Trademark Security Interest

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 19th day of April, 2012.

DAVIDS PINOT VINEYARDS, INC.

By: 
Name: VICTOR GALLEGOS
Title: VICE PRESIDENT

Grant of Trademark Security Interest

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Davids Pinot Vineyards, Inc.	GRATIS	2848904	June 1, 2004
Davids Pinot Vineyards, Inc.	SOUTHING	2848905	June 1, 2004
Davids Pinot Vineyards, Inc.	BOTELLA	2848906	June 1, 2004
Davids Pinot Vineyards, Inc.	SEA SMOKE	2742612	July 29, 2003
Davids Pinot Vineyards, Inc.	SCREAMING EGO*	85438628 (Application No.)	October 4, 2011 (Application Date)
Davids Pinot Vineyards, Inc.	SEA SPRAY*	85451421 (Application No.)	October 19, 2011 (Application Date)