

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Australia/UK Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accolade Wines North America, Inc.		06/01/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	601 South Figueroa St., Suite 3690
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1003822	GEYSER PEAK
Registration Number:	1019577	GEYSER PEAK WINERY
Registration Number:	1586023	RESERVE ALEXANDRE
Registration Number:	3349295	WALKING TREE
Registration Number:	1647598	ATLAS PEAK
Registration Number:	1471598	ATLAS PEAK VINEYARDS
Registration Number:	3711641	
Registration Number:	3121511	XY ZIN
Serial Number:	85548496	UNCENSORED

CORRESPONDENCE DATA

Fax Number: 3128035299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430

CH \$240.00 1003822

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:	7002017
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/14/2012

Total Attachments: 11
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AUS/UK TRADEMARK SECURITY AGREEMENT

THIS AUS/UK TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as Agent (as defined in the Aus/UK Guaranty and Security Agreement referred to below) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other 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 the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Aus/UK Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Aus/UK Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Aus/UK Guaranty and Security Agreement); and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower 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 Aus/UK 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 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 1 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. Aus/UK Guaranty and Security Agreement. The security interest granted pursuant to this Aus/UK Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Aus/UK 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 Aus/UK Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Aus/UK Trademark Security Agreement are deemed to conflict with the Aus/UK Guaranty and Security Agreement, the provisions of the Aus/UK Guaranty and Security Agreement shall govern in all respects. Upon termination of the Aus/UK Guaranty and Security Agreement, the Agent shall promptly release its security interests in the Trademark Collateral and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral granted under this Aus/UK Trademark Security Agreement.

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 subject to a security interest hereunder.

Section 5. Counterparts. This Aus/UK 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. Delivery of an executed counterpart of this Aus/UK Trademark Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Section 6. Governing Law. This Aus/UK 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,

ACCOLADE WINES NORTH AMERICA,
INC.

as Grantor

By: 

Name: TIMOTHY R. BATE

Title: CHIEF FINANCIAL OFFICER

ACCOLADE WINES AUSTRALIA LIMITED,

as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -

GUARANTY AND SECURITY AGREEMENT - GE-ACCOLADE WINES NORTH AMERICA CREDIT AGREEMENT]

TRADEMARK
REEL: 004801 FRAME: 0641

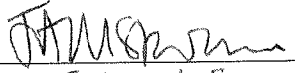
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACCOLADE WINES NORTH AMERICA,
INC.
as Grantor

By: _____
Name:
Title:

ACCOLADE WINES AUSTRALIA LIMITED,
as Grantor

By: 
Name: JEREMY STEVENSON
Title: DIRECTOR

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent


GAVIN BROCKETT
DIRECTOR

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -
GUARANTY AND SECURITY AGREEMENT - GE-ACCOLADE WINES NORTH AMERICA CREDIT AGREEMENT]

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,

ACCOLADE WINES NORTH AMERICA,
INC.
as Grantor


By: _____
Name:
Title:

ACCOLADE WINES AUSTRALIA LIMITED,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: *Mark Parnis*
Title: *Duly Authorized Signatory*

ACKNOWLEDGMENT OF GRANTOR

State of New South Wales)
County of Australia) ss.

On this 31st day of May, 2012 before me personally appeared Jeremy Stevenson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Accolade*, 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.

Glenda Hanson
Notary Public

* Accolade Wines
Australia limited

Glenda Hanson
Notary Public
Sydney NSW
Australia



[NOTARY PAGE TO AUS/UK TRADEMARK SECURITY AGREEMENT -
AUS/UK GUARANTY AND SECURITY AGREEMENT -
GE-ACCOLADE WINES NORTH AMERICA CREDIT AGREEMENT]

TRADEMARK
REEL: 004801 FRAME: 0644

ACKNOWLEDGMENT OF GRANTOR

State of New South Wales)

County of Australia)

ss.

On this 31st day of May, 2012 before me personally appeared Gavin Brockett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Accolade*, 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.

Glenda Hanson
Notary Public

Glenda Hanson
Notary Public
Sydney NSW
Australia

* Accolade Wines
Australia Limited



[NOTARY PAGE TO AUS/UK TRADEMARK SECURITY AGREEMENT -
AUS/UK GUARANTY AND SECURITY AGREEMENT -
GE-ACCOLADE WINES NORTH AMERICA CREDIT AGREEMENT]

TRADEMARK
REEL: 004801 FRAME: 0645

Schedule 1 to Aus/UK Trademark Security Agreement

Accolade Wines North America, Inc.

Registered Trademarks and Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Accolade Wines North America, Inc.	GEYSER PEAK	1003822	2/4/75	United States of America
Accolade Wines North America, Inc.	GEYSER PEAK WINERY	1019577	9/2/75	United States of America
Accolade Wines North America, Inc.	RESERVE ALEXANDRE	1586023	3/6/90	United States of America
Accolade Wines North America, Inc.	WALKING TREE	3349295	12/4/07	United States of America
Accolade Wines North America, Inc.	ATLAS PEAK	1647598	6/11/91	United States of America
Accolade Wines North America, Inc.	ATLAS PEAK VINEYARDS	1471598	1/5/88	United States of America
Accolade Wines North America, Inc.	TRIANGLE SUNBURST Logo	3711641	11/17/09	United States of America
Accolade Wines North America, Inc.	XY ZIN	3121511	7/25/06	United States of America
Accolade Wines North America, Inc.	UNCENSORED ¹	85/548496	2/21/12	United States of America

Registered Copyrights and Copyright Applications

¹ Trademark Application

None.

Registered Patents and Patent Applications

None.

Licensed Material Intellectual Property

None.

Internet Domain Names

ATLASPEAK.COM
ATLAS-PEAK.COM
ATLAS-PEAK.INFO
ATLAS-PEAK.MOBI
ATLAS-PEAK.NET
ATLAS-PEAK.ORG
ATLASPEAKVINEYARD.COM
ATLASPEAKVINEYARDS.COM
ATLASPEAKWINERY.COM
ATLASPEAKWINES.COM
ATLASPEAKWINES.NET
GEYSERPEAK.COM
GEYSERPEAKWINERY.COM
GEYSERPEAKWINERY.NET
GEYSERPEAKWINERY.ORG
UNCENSOREDVINO.COM
UNCENSOREDWINE.COM
UNCENSORED-WINE.COM
UNCENSOREDWINE.INFO
UNCENSOREDWINE.MOBI
UNCENSOREDWINE.NET
XYZINWINES.COM

Accolade Wines Australia Limited

Registered Trademarks and Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Accolade Wines Australia Limited	ACCOLADE WINES (+design logo)	85275436	3/4/11	United States of America
Accolade Wines Australia Limited	ACCOLADE WINES	85229780	1/31/11	United States of America

Accolade Wines Australia Limited	BANROCK	2202433	11/10/98	United States of America
Accolade Wines Australia Limited	BANROCK STATION	2217458	1/12/99	United States of America
Accolade Wines Australia Limited	Banrock Station Good Earth, Fine Wine	3881222	11/23/10	United States of America
Accolade Wines Australia Limited	Banrock tree in bottle	3881223	11/23/10	United States of America
Accolade Wines Australia Limited	CHATEAU REYNELLA	2682804	2/4/03	United States of America
Accolade Wines Australia Limited	ECOMATE	3563438	11/4/08	United States of America
Accolade Wines Australia Limited	EILEEN HARDY	4076625	12/27/11	United States of America
Accolade Wines Australia Limited	FOUR EMUS	3072008	3/21/06	United States of America
Accolade Wines Australia Limited	Four Emus (Front Label)	3072024	3/21/06	United States of America
Accolade Wines Australia Limited	GOUNDREY OFFSPRING	3101616	6/6/06	United States of America
Accolade Wines Australia Limited	HARDYS	4090213	1/24/12	United States of America
Accolade Wines Australia Limited	HARDYS EST 1853 (logo)	4070782	12/13/11	United States of America
Accolade Wines Australia Limited	HARDYS OOMOO	3078460	4/11/06	United States of America
Accolade Wines Australia Limited	KNIFE & FORK	3080649	7/26/05	United States of America
Accolade Wines Australia Limited	LEASINGHAM	2682622	2/4/03	United States of America
Accolade Wines Australia Limited	LEASINGHAM	4074284	12/20/11	United States of America
Accolade Wines Australia Limited	LEASINGHAM MAGNUS	2960224	7/7/05	United States of America

Accolade Wines Australia Limited	MAGNUS	4074283	12/27/11	United States of America
Accolade Wines Australia Limited	NOTTAGE HILL	2703800	4/8/03	United States of America
Accolade Wines Australia Limited	OOMOO label	4077242	12/27/11	United States of America
Accolade Wines Australia Limited	OOMOO	3007907	11/9/04	United States of America
Accolade Wines Australia Limited	SHUTTLES	3436261	2/5/08	United States of America
Accolade Wines Australia Limited	STAMPS OF AUSTRALIA	1994587	8/20/96	United States of America
Accolade Wines Australia Limited	TINTARA	2187734	9/8/97	United States of America
Accolade Wines Australia Limited	TRACKERS CROSSING	3046601	1/17/06	United States of America
Accolade Wines Australia Limited	VINTAGE FALLS	3524732	10/28/08	United States of America
Accolade Wines Australia Limited	WHISKERS BLAKE	2315135	2/8/00 (renewed 2/12/10)	United States of America
Accolade Wines Australia Limited	WILLIAM HARDY	85427930	9/21/11	United States of America

Registered Copyrights and Copyright Applications

None.

Registered Patents and Patent Applications

None.

Licensed Material Intellectual Property

None.

Internet Domain Names

None.