

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
Banshee Wines, LLC		11/09/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Phoenix Life Insurance Company		
Street Address:	One American Row		
Internal Address:	Private Placement Department H-GW-1m		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06102		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85610474	BANSHEE	
Serial Number:	85610481	BANSHEE	
Serial Number:	85610468	MORDECAI	
Serial Number:	85610434	LECHUZA	
Serial Number:	85610444	RICKSHAW	
Serial Number:	85610461	MILOU	
Serial Number:	85610456	MERCAT	
CORRESPONDENCE DATA			
Fax Number:	4432634108		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4103477388		
Email:	trademarks@ober.com		

CH \$190.00 85610474

Correspondent Name: E. Scott Johnson, Esq.
Address Line 1: 100 Light Street
Address Line 2: Ober, Kaler, Grimes & Shriver, A P.C.
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	020618.091618 DKP
NAME OF SUBMITTER:	E. Scott Johnson
Signature:	/E. Scott Johnson/
Date:	11/09/2012

Total Attachments: 10
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COLLATERAL ASSIGNMENT AND PLEDGE OF TRADEMARK COLLATERAL

This COLLATERAL ASSIGNMENT AND PLEDGE OF TRADEMARK COLLATERAL (this "Agreement") is made as of the 9th day of November, 2012 by BANSHEE WINES, LLC., a California limited liability company (the "Assignor"), in favor of and with PHOENIX LIFE INSURANCE COMPANY, a New York life insurance corporation (the "Assignee").

BACKGROUND

WHEREAS, pursuant and subject to the terms and conditions of that certain Note/Warrant Purchase and Security Agreement, dated as of November 9, 2012 (as the same may from time to time be amended, supplemented or otherwise modified, the "Note Purchase Agreement"), by and between Assignor and Assignee, Assignor has sold to the Assignee, and the Assignee has purchased from Assignor a senior secured promissory note (as the same may from time to time be amended, supplemented or otherwise modified or reissued, the "Note") in the original stated principal amount of \$1,000,000 and maturing on November 9, 2014; and

WHEREAS, as an inducement to the Assignee to enter into the Note Purchase Agreement and to purchase the Note from the Assignor and to consummate the transactions contemplated therein, the Assignor has agreed to grant to the Assignee a security interest in and to its Trademarks (as such term is defined below); and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to them in the Note Purchase Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the premises, and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all Obligations under the Note Purchase Agreement and Note, the Assignor, to the extent of its interests therein, hereby grants, assigns and conveys to the Assignee, a continuing security interest in and to (a) the trademarks, registered trademarks and trademark applications, trademark registrations, domain names, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to use for past, present and future infringements and dilutions thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, domain names, registered service marks and service mark applications, together with the items described

in clauses (i) – (iv) above, being sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); (b) the goodwill of the Assignor’s business connected with and symbolized by the Trademarks; and (c) all license agreements with any other party in connection with any Trademarks.

2. Warranties and Representations. The Assignor covenants with, and warrants to, the Assignee that:

(a) the Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor’s knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable;

(c) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks set forth on Schedule A, free and clear of any liens, charges and encumbrances;

(d) the Assignor has no interest in any Trademarks other than those set forth on Schedule A;

(e) the Assignor has the right to enter into this Agreement and perform its terms; and

(f) there are no infringement actions filed or threatened alleging that the Trademarks set forth on Schedule A or the use thereof infringes any trademarks, tradenames, service marks or other rights held by third parties, and the Assignor shall, in any event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by the Assignee as the direct or indirect result of any action, claim or demand, whether groundless or otherwise, alleging any such infringement.

3. Right to Benefits. If, before the Obligations shall have been paid or otherwise satisfied in full, the Assignor shall obtain rights to any other trademark, trade name, service mark or domain name or the like, or become entitled to the benefit of any trademark application or trademark or for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, the provisions of Section 1 shall automatically apply thereto and the Assignor shall give to the Assignee prompt written notice thereof.

4. Future Trademarks. The Assignor hereby authorizes the Assignee to modify this Agreement solely by amending Schedule A hereto to include any future trademarks, trade names, service marks, domain names or the like and to file with the United States Patent and Trademark Office or other agency any document or instrument necessary to evidence the same.

5. Default. The term “Default”, as used herein, shall mean: (a) any Event of Default under the Note Purchase Agreement; and (b) any violation by the Assignor of any obligation,

agreement, representation, warranty or covenant contained in this Agreement.

6. The Assignor's Right to Use Trademarks. Unless and until a Default shall occur and be continuing, the Assignor shall retain the legal and equitable title to the Trademarks and shall have the right to use the Trademarks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or encumber the Trademarks or any part thereof without the prior written consent of the Assignee.

7. Right to Inspect; Furtherance Assignments and Security Interests. The Assignee shall have the right, during normal business hours, upon reasonable prior written notice to the Assignor and without causing undue disruption of their business, to inspect the Assignor's premises and to examine the Assignor's books, records and operations relating to the Trademarks. The Assignor agrees not to grant any license in and to the Trademarks without the prior written consent of the Assignee, which consent shall not be unreasonably withheld.

8. The Assignee's Rights as Secured Party. If a Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Note Purchase Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or employed and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, may sell at public or private sale or otherwise realize upon the whole, or from time to time during the continuance of such Default, any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the balance of such proceeds towards payment of the Obligations, as provided in the Note Purchase Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Assignor at least twenty (20) calendar days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Assignor, which right are hereby waived and released.

9. Duties of the Assignor. The Assignor shall to the extent desirable in the normal conduct of the Assignor's businesses and consistent with the Assignor's current business practices: (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter, and (ii) take reasonable steps to preserve and maintain all of the Assignor's rights in the trademark applications and trademarks that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne solely by the Assignor. The Assignor shall not abandon any right to file a trademark application or any pending trademark application or trademark. The Assignee shall have no duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Assignee shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but may do so at its option during the continuance of a Default, and all expenses incurred

in connection therewith shall be for the sole account of the Assignor and added to the obligations secured thereby.

10. Power of Attorney. If a Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power (a) to endorse the Assignor's names on all applications, documents, papers and instruments necessary for the Assignee to use and sell the Trademarks, or (b) to grant or issue any exclusive or non-exclusive license to use the Trademarks to any third person, or (c) necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of such power of attorney. This power of attorney shall be irrevocable for the life of this Agreement and be coupled with an interest.

11. Termination. At such time as the Assignor shall completely satisfy all of the Obligations, the Assignee shall execute and deliver to the Assignor, at the Assignor's sole cost and expense, all deeds, assignments and other instruments as may be necessary or proper to terminate the security interests granted hereby and to re-vest in the Assignor the full unencumbered title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee in accordance with the provisions hereof.

12. Fees and Expenses of the Assignee. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Note Purchase Agreement.

13. Protection of Trademarks.

(a) The Assignor shall take all actions reasonably necessary to protect and defend the Trademarks and shall institute such proceedings to enforce the Trademarks as it, in its reasonable business judgment, deems appropriate.

(b) If a Default shall have occurred and be continuing, the Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, in which event the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Section 13.

14. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Note Purchase Agreement or the other Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

15. Cumulative Rights. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by the Note Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Section 4 hereof.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

21. Royalties. The Assignor hereby agree that the use by the Assignee of the Trademarks as authorized hereunder or otherwise in connection with its exercise of rights and remedies under the Note Purchase Agreement and the other Financing Documents shall be coextensive with the Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Assignee to the Assignor.

22. Right of Recording of Security Interest. The Assignee shall have the right, but not the obligation, at the expense of the Assignor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Assignee. Upon satisfaction in full of the Obligations, the Assignor shall have the right to effect recordings of such satisfaction or termination at the expense of the Assignor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Assignor. The Assignee and the Assignor shall cooperate to effect all such recordings hereunder.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

BANSHEE WINES, LLC

Chrysanthe Arzoo

By:

[Signature]
Name: Brian Zelen
Title: CEO

WITNESS:

PHOENIX LIFE INSURANCE COMPANY

By:

Name:
Title:

2552915

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

BANSHEE WINES, LLC

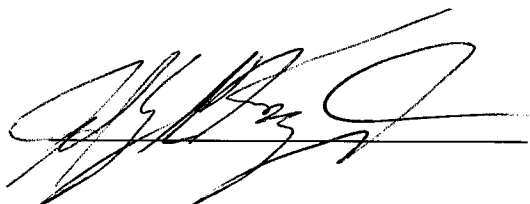
By: _____

Name:

Title:

WITNESS:

PHOENIX LIFE INSURANCE COMPANY



By: Paul M. Chute

Name: Paul M. Chute

Title: Sr. Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

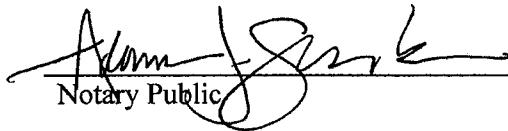
STATE OF ~~CALIFORNIA~~ ^{LOUISIANA}
~~COUNTY OF SAN FRANCISCO~~ ^{PARISH ORLEANS}

On November ^{7th}, 2012, before me, Adam J. Swensek, a Notary Public, personally appeared Baron V. Ziegler, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]


Notary Public

My commission expires:

Adam J. Swensek
Notary Public
LA Bar No. 30751
My Commission is for Life

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On November 6th, 2012, before me, Gale A. Delfino, a Notary Public, personally appeared Paul M. Chute, a Senior Managing Director of Phoenix Life Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Gale A. Delfino
Notary Public

My commission expires: _____

GALE A. DELFINO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2014

SCHEDULE A

U.S. TRADEMARKS OR SERVICE MARKS:

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date

Trademark or Service Mark	Pending Applications – United States Patent and Trademark Office Serial No.	Filing Date
Banshee	85610474	04/27/2012
Banshee (Design + Words)	85610481	04/27/2012
Mordecai	85610468	04/27/2012
Lechuza	85610434	04/27/2012
Rickshaw	85610444	04/27/2012
Milou	85610461	04/27/2012
Mercat	85610456	04/27/2012