

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|---|--|-------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Steelbird Ghetto Properties LLC | | 10/24/2012 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road, Livonia Operations Center | | |
| Internal Address: | Mail Code 7512 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85500794 | MIA'S KITCHEN | |
| Serial Number: | 85433317 | THE SUMO AND THE GEISHA | |
| Registration Number: | 3817198 | SWANKY WHITE | |
| Registration Number: | 3771252 | FUSEE | |
| Serial Number: | 77883753 | SAVORY | |
| Serial Number: | 77866390 | SULTRY RED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497200182 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 9492246282 | | |
| Email: | Trademark@Buchalter.com | | |
| Correspondent Name: | Sandra P. Thompson | | |
| Address Line 1: | 18400 Von Karman Ave., Suite 800 | | |

CH \$165.00 85500794

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: C5724-0019

NAME OF SUBMITTER: Sandra Poteat Thompson

Signature: /Sandra Poteat Thompson, PhD./

Date: 11/12/2012

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 24, 2012 by and between COMERICA BANK ("Bank") and Steelbird Ghetto Properties LLC, a California limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor. Grantor has also guaranteed certain obligations owed to Bank by Don Sebastiani & Sons International Wine Negotiants. The documents evidencing such loans and guaranties are collectively referred to herein as the "Agreements."

B. Grantor has granted Bank a security interest in its copyrights, trademarks and patents to secure the obligations of Grantor under the Agreements, as well as other obligations now or hereafter owed by Grantor to Bank.

C. Grantor and Bank want to confirm that Bank's security interest covers, in addition to any other copyrights, trademarks, and patents, the trademarks identified in Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Agreements and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Agreements and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those trademarks listed on Schedule A, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Agreements and the other documents related therein, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Agreements or any of the documents related thereto, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Agreements or any of the other documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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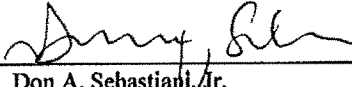
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

135 West Napa Street, 2nd Floor
Sonoma, California 95476

GRANTOR:

STEELBIRD GHETTO PROPERTIES LLC, a
California limited liability company

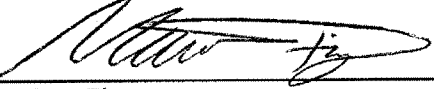
By: 
Don A. Sebastiani, Jr.
Manager

Address of Bank:

Comerica Bank
Livonia Operations Center
39200 Six Mile Road
Mail Code 7512
Livonia, Michigan 48152
Attn: Credit Manager

BANK:

COMERICA BANK

By: 
Marco Figone
Vice President – Western Market

SCHEDULE A

TRADEMARKS

| No. | Owner | Trademark | Reg. No./ Serial No. | Reg. Date/ File Date |
|-----|------------------------------------|----------------------------|-------------------------|-------------------------|
| 1. | Steelbird Ghetto Properties LLC | MIA'S KITCHEN | 85-500,794 | 12/21/2011 |
| 2. | Steelbird Ghetto Properties LLC | THE SUMO AND THE GEISHA | 85-433,317 | 09/27/2011 |
| 3. | Steelbird Ghetto Properties LLC | SWANKY WHITE | 3,817,198 | 07/13/2010 |
| 4. | Steelbird Ghetto Properties LLC | FUSEE | 3,771,252 | 04/06/10 |
| 5. | Steelbird Ghetto Properties LLC | SAVORY | 77-883,753 | 12/01/09 |
| 6. | Steelbird Ghetto Properties LLC | SULTRY RED | 77-866,390 | 11/05/09 |

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