

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
ONE PLUS TWO INC.		08/27/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Serial Number:	85866098	J/K
Serial Number:	85866094	JUST KIDDING
Serial Number:	85866067	IMMACULATE CONCOCTION
Serial Number:	85851050	BASS CREEK
Serial Number:	85737703	BETWEEN THE VINES
Serial Number:	85857469	SISTERS OF THE VINE
Serial Number:	85857460	SISTERS OF THE VALLEY
Serial Number:	85857453	LADIES OF THE VINE
Serial Number:	85857427	LADIES OF THE VALLEY
Serial Number:	85203304	CHOCOLATE HARVEST
Serial Number:	85599861	MICHAEL'S RED
Serial Number:	85866112	RB RARE BUBBLES
Serial Number:	85756145	ROMAN VINEYARDS

CH \$1415.00 85866098

Serial Number:	85883014	FALLING MOON
Serial Number:	85883008	JUST ENOUGH
Serial Number:	85020995	SWEET EXPECTATIONS
Serial Number:	85944171	N.A.P.A.
Serial Number:	85599866	LEFT SIDE VINEYARDS
Serial Number:	85780274	RW RARE WHITE
Serial Number:	85780259	RR RARE ROSÉ
Serial Number:	85819315	INTERTWINED VINES
Registration Number:	4309088	THREE MUSCATEERS
Registration Number:	4306605	FRUIT & VINE
Serial Number:	85366836	PROOF VINEYARDS
Registration Number:	4302691	F&V
Serial Number:	85866082	NAPA MOON
Serial Number:	85857384	VINTNER'S ROW
Serial Number:	85762102	RISING MOON
Serial Number:	85756122	50 HARVESTS
Serial Number:	85762098	HIDDEN MOON
Serial Number:	85692238	MINI VINI
Registration Number:	4122897	POMEGRANATE PLUS
Registration Number:	4115977	RIGHT-WING RED
Registration Number:	4077246	LIBERAL WHITE
Registration Number:	4077232	RR RARE RED
Registration Number:	4041711	LAS VIDES
Registration Number:	4038055	COMPAGNO YOUR COMPANION FOR GOOD TASTE
Registration Number:	4036537	CHOCOLATE CUVEÉ
Registration Number:	4028865	DELTA LUNA
Registration Number:	4007628	GRIDLOCK
Registration Number:	3954665	SWEET SUNSET
Registration Number:	3851894	SCOTTO FAMILY WINES
Registration Number:	3198585	GREY ROSE
Registration Number:	3198584	PINK UMBRELLA
Registration Number:	3853009	GRACE BRIDGE
Registration Number:	3869429	99 VINES
Registration Number:	3817594	SWEET VINES
Registration Number:	3817592	HAVENSCOURT

TRADEMARK

REEL: 005126 FRAME: 0214

	3864978	POINT BREAK
Registration Number:	3380690	BROWNSTONE WINERY
Registration Number:	3380689	SILVER PEAK VINEYARDS
Registration Number:	3390741	HEAVYWEIGHT RED
Registration Number:	3527372	STONEWOOD
Registration Number:	3527371	HOWLING MOON
Registration Number:	3533737	GIANI
Registration Number:	3022729	VILLA ARMANDO

CORRESPONDENCE DATA

Fax Number: 3134968454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3134967912
Email: berger@millercanfield.com
Correspondent Name: Kimberly A. Berger
Address Line 1: 150 West Jefferson
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	125055-1058
NAME OF SUBMITTER:	Kimberly A. Berger
Signature:	/Kimberly A. Berger/
Date:	10/07/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of August 17 2013, by and between ONE PLUS TWO INC., a California corporation ("Grantor"), and COMERICA BANK, ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Tri-Star Marketing Inc., a California corporation ("Corporate Borrower"), and Tri-Star Marketing, LLC, a California limited liability company ("LLC Borrower" and together with Corporate Borrower, the "Borrower"), certain funds (collectively, the "Loan"). The Loan is being made to Borrower pursuant to the terms of a \$4,500,000 Master Revolving Note, dated of even date herewith, by Corporate Borrower in favor of Bank, a Credit Agreement dated of even date herewith, between Corporate Borrower and Bank, a \$50,000 Master Revolving Note, dated of even date herewith, by LLC Borrower in favor of Bank, a Letter Agreement, dated as of the date hereof, between LLC Borrower and Bank and each of the other documents defined as "Loan Documents" in any of the foregoing (collectively, the "Loan Documents"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Documents. Grantor is executing this Agreement in consideration of Secured Party's loan to Borrower and for the purpose of providing a security interest in and to the Collateral (as defined below) as an accommodation to, and at the request of Borrower.

B. In order to induce Secured Party to make the Loan, Grantor has agreed to assign certain intangible property to Secured Party for purposes of securing the obligations of Borrower to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business, or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (i) below;

(i) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment to accept such provisions; and

(l) Upon any executive officer of Grantor obtaining knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify

Secured Party for all reasonable costs and expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and

(iii) After the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place

designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

15. Grantor Waivers. Grantor waives any right to require Secured Party to (a) proceed against Borrower, any other guarantor or any other person; (b) proceed against or exhaust any security held from Borrower; (c) marshal any assets of Borrower; or (d) pursue any other remedy in Secured Party's power whatsoever. Secured Party may, at its election, exercise or decline or fail to exercise any right or remedy it may have against Borrower or any security held by Secured Party, including without limitation the right to foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Grantor hereunder. Grantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Grantor waives any setoff, defense or counter claim that Borrower may have against Secured Party. Grantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation of any other rights against Borrower. Until all of the Obligations Borrower owes to Secured Party have been paid in full, Grantor shall have no right of subrogation or reimbursement, contribution or other rights against Borrower, and Grantor waives any right to enforce any remedy that Secured Party now has or may hereafter have against Borrower. Grantor waives all rights to participate in any security now or hereafter held by Secured Party. Grantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Agreement and of the existence, creation, or incurring of

new or additional indebtedness. Grantor assumes the responsibility for being and keeping itself informed of the financial condition of Borrower and of all other circumstances bearing upon the risk of nonpayment of any indebtedness or nonperformance of any obligation of Borrower, warrants to Secured Party that it will keep so informed, and agrees that absent a request for particular information by Grantor, Secured Party shall have no duty to advise Grantor of information known to Secured Party regarding such condition or any such circumstances. Grantor waives the benefits of California Civil Code sections 2809, 2810, 2819, 2845, 2847, 2848, 2849, 2850, 2899 and 3433.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

712 Bancroft Road #463
Walnut Creek, CA 94598

GRANTOR:

ONE PLUS TWO INC.

By: Natalie Soto

Its: President

Address of Secured Party:

39200 Six Mile Road, MC 7578
Livonia, MI 48152

SECURED PARTY:

COMERICA BANK

By: Colleen M. Machado
Colleen M. Machado

Its: Vice President

EXHIBIT A

List of Copyrights

None.

EXHIBIT B

List of Patents

None.

EXHIBIT C

List of Trademarks

Trademark	Serial/Reg. No.	Ownership of Record	Security Interest
J/K	85866098	One Plus Two, Inc.	None recorded
JUST KIDDING	85866094	One Plus Two, Inc.	None recorded
IMMACULATE CONCOCTION	85866067	One Plus Two, Inc.	None recorded
BASS CREEK	85851050	One Plus Two, Inc.	None recorded
BETWEEN THE VINES	85737703	One Plus Two, Inc.	None recorded
SISTERS OF THE VINE	85857469	One Plus Two, Inc.	None recorded
SISTERS OF THE VALLEY	85857460	One Plus Two, Inc.	None recorded
LADIES OF THE VINE	85857453	One Plus Two, Inc.	None recorded
LADIES OF THE VALLEY	85857427	One Plus Two, Inc.	None recorded
CHOCOLATE HARVEST	85203304 – ABANDONED, July 1, 2013 STILL IN REVIVE PERIOD	One Plus Two, Inc.	None recorded
MICHAEL'S RED	85599861	One Plus Two, Inc.	None recorded
RB RARE BUBBLES	85866112	One Plus Two, Inc.	None recorded
ROMAN VINEYARDS	85756145	One Plus Two, Inc.	None recorded
FALLING MOON	85883014	One Plus Two, Inc.	None recorded
JUST ENOUGH	85883008	One Plus Two, Inc. DBA Just Enough Cellars	None recorded
SWEET EXPECTATIONS	85020995 – ABANDONED, June 17, 2013 STILL IN THE REVIVE PERIOD	One Plus Two, Inc.	None recorded
N.A.P.A.	85944171	One Plus Two, Inc.	None recorded
LEFT SIDE VINEYARDS	85599866	One Plus Two, Inc.	None recorded
RW RARE WHITE	85780274	One Plus Two, Inc.	None recorded
RR RARE ROSE	85780259	One Plus Two, Inc.	None recorded
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