# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Purple Wine Company, LLC | | 04/14/2010 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| Sonoma Wine Company, LLC | | 04/14/2010 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| Purple Wine Production Company, dba Sonoma Wine Company | | 04/14/2010 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Comerica Bank, as Agent |
| Street Address: | 39200 Six Mile Road |
| Internal Address: | M/C 7578 |
| City: | Livonia |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | a Texas banking association: TEXAS |

PROPERTY NUMBERS Total: 107

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 86114247 | CURIO |
| Serial Number: | 86092157 | THE ORIGINAL NAKED |
| Serial Number: | 86085480 | JUST CAB |
| Serial Number: | 86039341 | VIVA LA FRUTA |
| Serial Number: | 86023922 | TRIAPP |
| Serial Number: | 85947974 | BENHAM |
| Serial Number: | 85944335 | BENHAM'S ORIGINAL VODKA |
| Serial Number: | 85944345 | BENHAM'S ORIGINAL RUM |
| Serial Number: | 85944352 | BENHAM'S ORIGINAL WHISKEY |
| Serial Number: | 85944316 | BENHAM'S ORIGINAL GIN |

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|---|---|---|
| Serial Number: | 85944326 | BENHAM'S ORIGINAL RYE |
| Serial Number: | 85944294 | DUSK TO DAWN |
| Serial Number: | 85893488 | EAGLE RIDGE |
| Serial Number: | 85887873 | ¡VIVA LAS VIÑAS! |
| Serial Number: | 85886914 | ADIXION |
| Serial Number: | 85877889 | RAEBURN |
| Serial Number: | 85877882 | MYSTARA |
| Serial Number: | 85854235 | BACKROADS |
| Serial Number: | 85848747 | THE PERSUADER |
| Serial Number: | 85848723 | SKEPTIC |
| Serial Number: | 85846043 | ZINFARI |
| Serial Number: | 85846027 | THE ORIGINAL NAKED CHARDONNAY |
| Serial Number: | 85846004 | THE RINGLEADER |
| Serial Number: | 85833050 | CABPOTHESIS |
| Serial Number: | 85766867 | JACKKNIFE |
| Serial Number: | 85759103 | MACIZO |
| Serial Number: | 85737893 | ALTO CINCO |
| Serial Number: | 85691134 | BIKER |
| Serial Number: | 85691161 | SOPHISTICATE |
| Serial Number: | 85691152 | TRUANT |
| Serial Number: | 85691140 | SEDUCER |
| Serial Number: | 85622010 | WITH WINE AND DESIRE ANYTHING IS POSSIBL |
| Serial Number: | 85573544 | LILY ANNE |
| Serial Number: | 85560018 | WOODSHED WHISKY |
| Serial Number: | 85546001 | CALISTA |
| Serial Number: | 85543779 | SECRET CELLARS |
| Serial Number: | 85543744 | CURIO LANE |
| Serial Number: | 85543754 | EIGHT ROW |
| Serial Number: | 85543791 | BLUE HOUR |
| Serial Number: | 85543715 | ATHENAEUM |
| Serial Number: | 85543765 | HALLBERG EST. 1947 |
| Serial Number: | 85543910 | BEAUCHEMIN |
| Serial Number: | 85543733 | BARRICADE |
| Serial Number: | 85487607 | WOODSHED WHISKEY |
| Serial Number: | 85462432 | TRAILHEAD VINEYARD & WINERY |

| | | |
|---|---|---|
| | 85462425 | TRAILHEAD VINEYARD |
| Serial Number: | 85442489 | SWAMP DARK |
| Serial Number: | 85442437 | SWAMP PALE |
| Serial Number: | 85442408 | SWAMP BEER |
| Serial Number: | 85442428 | SWAMP STOUT |
| Serial Number: | 85442454 | SWAMP ALE |
| Serial Number: | 85442466 | SWAMP PALE ALE |
| Serial Number: | 85442480 | SWAMP PILSNER |
| Serial Number: | 85352776 | THE SOPHISTICATE |
| Serial Number: | 85352790 | FOUR VINES |
| Serial Number: | 85352770 | THE BIKER |
| Serial Number: | 85295690 | CRYPTIC |
| Serial Number: | 85210324 | REVERSE |
| Serial Number: | 85210334 | BRAINSTORM |
| Serial Number: | 85210311 | DARK HUNDRED |
| Serial Number: | 85210321 | RED LIE |
| Serial Number: | 85210341 | BAR NAPKIN |
| Serial Number: | 85210270 | SWEET-TALK |
| Serial Number: | 85194073 | LIVING IN ZIN |
| Serial Number: | 85176689 | THOMAS SCOTT |
| Serial Number: | 85176701 | COASTAL OAK |
| Serial Number: | 85091015 | FIRST VINE |
| Serial Number: | 85064462 | NORTH & SOUTH |
| Serial Number: | 85004477 | FILIGREE |
| Serial Number: | 77961596 | KUMBAYA |
| Serial Number: | 77940663 | CONCOCTION |
| Serial Number: | 77844251 | WHEELHOUSE |
| Serial Number: | 77844321 | WHEELHOUSE WINE CELLARS |
| Serial Number: | 77806881 | ROCK RABBIT |
| Serial Number: | 77718939 | LARA |
| Serial Number: | 77718973 | KUMBAYA |
| Serial Number: | 77718875 | PINER CROSSING |
| Serial Number: | 77718885 | AMULET |
| Serial Number: | 77718986 | TWIRL |
| Serial Number: | 77536481 | COOPER STATION |

| | | |
|---|---|---|
| | 77461443 | DONOVAN-PARKE |
| Serial Number: | 77290708 | WHEELHOUSE |
| Serial Number: | 77249471 | LUCKY STAR |
| Serial Number: | 78941708 | HURRAH! SURRAH! |
| Serial Number: | 78861843 | BEX |
| Serial Number: | 78828003 | CAPOLAN |
| Serial Number: | 78803741 | EVERYTHING'S COMING UP ROSÉ |
| Serial Number: | 78773289 | BELLA RAGAZZA PINOT GRIGIO CALIFORNIA 20 |
| Serial Number: | 78747706 | SHILOH ROAD |
| Serial Number: | 78641694 | MARLO |
| Serial Number: | 78641690 | AXIS |
| Serial Number: | 78641675 | ZYNTHESIS |
| Serial Number: | 78424908 | RANDALL MONROE |
| Serial Number: | 78129022 | AVALON |
| Serial Number: | 75722494 | MARC CELLARS |
| Serial Number: | 75722495 | FOXTAIL VINEYARDS & WINERY |
| Serial Number: | 75722493 | GISELLE |
| Serial Number: | 75696756 | ROSE VALLEY VINEYARDS & WINERY |
| Serial Number: | 85501530 | BISON RIDGE |
| Serial Number: | 85298989 | OMG |
| Serial Number: | 85149924 | MAVERICK |
| Serial Number: | 85298976 | WTF |
| Serial Number: | 85298996 | BFF |
| Serial Number: | 86119379 | THE COAST RANGE |
| Serial Number: | 86120498 | SWAMPTOWN |
| Serial Number: | 86132896 | PICO & VINE |
| Serial Number: | 86119366 | REXLEY |

CORRESPONDENCE DATA


Fax Number: 7349302494

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

Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

| | |
|---|---|
| | Angela Alvarez Sujek |
| Signature: | /Angela Alvarez Sujek/ |
| Date: | 02/14/2014 |

Total Attachments: 21
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**AGREEMENT**

**(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of April 14, 2010, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of April 14, 2010 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among the financial institutions from time to time signatory thereto (each, individually, a "Lender" and collectively the "Lenders"), Purple Wine Company, LLC ("PWC"), Purple Wine Production Company ("PWPC"), Purple Wine Real Estate, LLC ("PWRE"), Aubergine, LLC ("Aubergine") (PWC, PWPC, PWRE and Aubergine each, individually, a "Borrower" and collectively the "Borrowers") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of April 14, 2010 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:



TRADEMARK
REEL: 005217 FRAME: 0070

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is

permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under the Credit Agreement shall have consented to such sale or disposition in accordance with Section 13.10 of the Credit Agreement, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Waiver of Jury Trial. EACH DEBTOR AND THE AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, DEBTOR AND THE AGENT, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE DEBTOR AND THE AGENT.

(a) In the event that the jury trial waiver contained in this Section 7 is not enforceable, the parties elect to proceed as follows:

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other Loan Document will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Agreement, venue for the reference proceeding will be in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

(c) The matters that shall not be subject to a reference are the following: (i) non-judicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Section does



TRADEMARK
REEL: 005217 FRAME: 0072

not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Section.

(d) The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

(e) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(f) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(g) Except as expressly set forth in this Section, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(h) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial,



TRADEMARK
REEL: 005217 FRAME: 0073

including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(i) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM WHICH ARISES OUT OF OR IS RELATED TO THE AGREEMENT.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



TRADEMARK
REEL: 005217 FRAME: 0074

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**PURPLE WINE COMPANY, LLC**

By: _____

Its: MANAGING MEMBER



TRADEMARK
REEL: 005217 FRAME: 0075

DEBTOR:

**PURPLE WINE PRODUCTION COMPANY**
**(d/b/a Sonoma Wine Company)**

By: _____

Its: CFO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SECURED PARTY:

**COMERICA BANK**, as Agent

By: Colleen Machado

Its: Assistant Vice President

## SCHEDULE 1.1

## TRADEMARK COLLATERAL

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| CURIO | 86/114247 | 11/8/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| THE ORIGINAL NAKED | 86/092157 | 10/15/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| JUST CAB | 86/085480 | 10/8/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| VIVA LA FRUTA | 86/039341 | 8/15/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| TRIAPP | 86/023922 | 7/30/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| BENHAM | 85/947974 | 5/31/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| BENHAM'S ORIGINAL VODKA | 85/944335 | 5/28/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| BENHAM'S ORIGINAL RUM | 85/944345 | 5/28/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| BENHAM'S ORIGINAL WHISKEY | 85/944352 | 5/28/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| BENHAM'S ORIGINAL GIN | 85/944316 | 5/28/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| BENHAM'S ORIGINAL RYE | 85/944326 | 5/28/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| DUSK TO DAWN | 85/944294 | 5/28/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| EAGLE RIDGE | 85/893488 | 4/2/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| !VIVA LAS VINAS! | 85/887873 | 3/27/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| ADIXION | 85/886914 | 3/26/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| RAEBURN | 85/877889 | 3/15/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| MYSTARA | 85/877882 | 3/15/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| BACKROADS | 85/854235 | 2/19/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| THE PURSUADER | 85/848747 | 2/13/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| SKEPTIC | 85/848723 | 2/13/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| ZINFARI | 85/846043 | 2/11/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| THE ORIGINAL NAKED CHARDONNAY | 85/846027 | 2/11/13 | n/a | n/a | Purple Wine Company (a California LLC) |
| THE RINGLEADER | 85/846004 | 2/11/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| CABPOTHESIS | 85/833050 | 1/25/13 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| JACKKNIFE | 85/766867 | 10/30/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| MACIZO | 85/759103 | 10/19/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| ALTO CINCO | 85/737893 | 9/25/12 | 4,452,351 | 12/17/13 | Purple Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| BIKER | 85/691134 | 7/31/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| SOPHISTICATE | 85/691161 | 7/31/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| TRUANT | 85/691152 | 7/31/12 | 4,422,860 | 10/22/13 | Purple Wine Company (a California LLC) |
| SEDUCER | 85/691140 | 7/31/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| WITH WINE AND DESIRE ANYTHING IS POSSIBLE | 85/622010 | 5/10/12 | 4,251,661 | 11/27/12 | Purple Wine Company (a California LLC) |
| LILY ANNE | 85/573544 | 3/19/12 | 4,365,577 | 7/9/13 | Sonoma Wine Company (a California LLC) |
| WOODSHED WHISKY | 85/560018 | 3/5/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| CALISTA | 85/546001 | 2/17/12 | n/a | n/a | Purple Wine Company (a California LLC) |
| SECRET CELLARS | 85/543779 | 2/15/12 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| CURIO LANE | 85/543744 | 2/15/12 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| EIGHT ROW | 85/543754 | 2/15/12 | 4,310,403 | 3/26/13 | Sonoma Wine Company (a California LLC) |
| BLUE HOUR | 85/543791 | 2/15/12 | 4,306,546 | 3/19/13 | Sonoma Wine Company (a California LLC) |
| ATHENAEUM | 85/543715 | 2/15/12 | 4,223,392 | 10/9/12 | Sonoma Wine Company (a California LLC) |
| HALLBERG EST. 1947 | 85/543765 | 2/15/12 | 4,314,432 | 4/2/13 | Sonoma Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| BEAUCHEMIN | 85/543910 | 2/15/12 | 4,209,779 | 9/18/12 | Sonoma Wine Company (a California LLC) |
| BARRICADE | 85/543733 | 2/15/12 | 4,306,545 | 3/19/13 | Sonoma Wine Company (a California LLC) |
| WOODSHED WHISKEY | 85/487607 | 12/5/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| TRAILHEAD VINEYARD & WINERY | 85/462432 | 11/2/11 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| TRAILHEAD VINEYARD | 85/462425 | 11/2/11 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| SWAMP DARK | 85/442489 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| SWAMP PALE | 85/442437 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| SWAMP BEER | 85/442408 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| SWAMP STOUT | 85/442428 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| SWAMP ALE | 85/442454 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| SWAMP PALE ALE | 85/442466 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| SWAMP PILSNER | 85/442480 | 10/7/11 | n/a | n/a | Purple Wine Company (a California LLC) |
| THE SOPHISTICATE | 85/352776 | 6/22/11 | 4,053,258 | 11/8/11 | Purple Wine Company (a California LLC) |
| FOUR VINES | 85/352790 | 6/22/11 | 4,053,259 | 11/8/11 | Purple Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| THE BIKER | 85/352770 | 6/22/11 | 4,060,183 | 11/22/11 | Purple Wine Company (a California LLC) |
| CRYPTIC | 85/295690 | 4/14/11 | n/a | n/a | Purple Wine Company (a California corporation) |
| REVERSE | 85/210324 | 1/4/11 | 4,292,840 | 2/19/13 | Sonoma Wine Company (a California LLC) |
| BRAINSTORM | 85/210334 | 1/4/11 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| DARK HUNDRED | 85/210311 | 1/4/11 | 4,199,280 | 8/28/12 | Sonoma Wine Company (a California LLC) |
| RED LIE | 85/210321 | 1/4/11 | 4,292,839 | 2/19/13 | Sonoma Wine Company (a California LLC) |
| BAR NAPKIN | 85/210341 | 1/4/11 | 4,289,529 | 2/12/13 | Sonoma Wine Company (a California LLC) |
| SWEET-TALK | 85/210270 | 1/4/11 | 4,289,528 | 2/12/13 | Sonoma Wine Company (a California LLC) |
| LIVING IN ZIN | 85/194073 | 12/9/10 | 4,195,334 | 8/21/12 | Sonoma Wine Company (a California LLC) |
| THOMAS SCOTT | 85/176689 | 11/15/10 | 4,191,334 | 8/14/12 | Sonoma Wine Company (a California LLC) |
| COASTAL OAK | 85/176701 | 11/15/10 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| FIRST VINE | 85/091015 | 7/22/10 | n/a | n/a | Sonoma Wine Company (a California LLC) |
| NORTH & SOUTH | 85/064462 | 6/16/10 | 4,298,545 | 3/5/13 | Sonoma Wine Company (a California LLC) |
| FILIGREE | 85/004477 | 4/1/10 | 4,313,401 | 4/2/13 | Sonoma Wine Company (a California LLC) |
| KUMBAYA (and Design) | 77/961596 | 3/17/10 | 3,864,158 | 10/19/10 | Sonoma Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| CONCOCTION | 77/940663 | 2/20/10 | 4,425,835 | 10/29/13 | Purple Wine Company (a California LLC) |
| WHEELHOUSE | 77/844251 | 10/8/09 | 4,023,311 | 9/6/11 | Sonoma Wine Company (a California LLC) |
| WHEELHOUSE WINE CELLARS | 77/844321 | 10/8/09 | 3,806,180 | 6/22/10 | Purple Wine Production Company, dba Sonoma Wine Company (a California corporation) |
| ROCK RABBIT | 77/806881 | 8/18/09 | 3,883,949 | 10/30/10 | Purple Wine Company, (a California LLC) |
| LARA | 77718939 | 4/21/09 | 4,264,847 | 12/25/12 | Sonoma Wine Company (a California LLC) |
| KUMBAYA | 77/718973 | 4/21/09 | 3,800,801 | 6/8/10 | Sonoma Wine Company (a California LLC) |
| PINER CROSSING | 77/718875 | 4/21/09 | 4,272,520 | 1/8/13 | Sonoma Wine Company (a California LLC) |
| AMULET | 77/718885 | 4/21/09 | 4,264,846 | 12/25/12 | Sonoma Wine Company (a California LLC) |
| TWIRL | 77/718986 | 4/21/09 | 4,264,848 | 12/25/12 | Sonoma Wine Company (a California LLC) |
| COOPER STATION | 77/536481 | 7/31/08 | 3,655,765 | 7/14/09 | Sonoma Wine Company (a California LLC) |
| DONOVAN-PARKE | 77/461443 | 4/30/08 | 3,655,644 | 7/14/09 | Sonoma Wine Company (a California LLC) |
| WHEELHOUSE | 77/290708 | 9/27/07 | 3,752,727 | 2/23/10 | Sonoma Wine Company (a California LLC) |
| LUCKY STAR | 77/249471 | 8/7/07 | 3,640,353 | 6/16/09 | Sonoma Wine Company (a California LLC) |
| HURRAH! SURRAH! | 78/941708 | 7/31/06 | 3,451,407 | 6/17/08 | Sonoma Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| BEX | 78/861843 | 4/14/06 | 3,413,249 | 4/15/08 | Purple Wine Company, LLC (a California LLC) |
| CAPOLAN | 78/828003 | 3/2/06 | 3,413,146 | 4/15/08 | Purple Wine Company, LLC (a California LLC) |
| EVERYTHING'S COMING UP ROSE | 78/803741 | 1/31/06 | 3,562,572 | 1/13/09 | Sonoma Wine Company (a California LLC) |
| BELLA RAGAZZA PINOT GRIGIO CALIFORNIA 2004 (and Design) | 78/773289 | 12/14/05 | 3,541,909 | 12/2/08 | Sonoma Wine Company (a California LLC) |
| SHILOH ROAD | 78/747706 | 11/4/05 | 3,389,927 | 2/26/08 | Sonoma Wine Company (a California LLC) |
| MARLO | 78/641694 | 6/1/05 | 3,225,851 | 4/3/07 | Sonoma Wine Company (a California LLC) |
| AXIS | 78/641690 | 6/1/05 | 3,389,850 | 2/26/08 | Sonoma Wine Company (a California LLC) |
| ZYNTHESIS | 78/641675 | 6/1/05 | 4,266,089 | 1/1/13 | Sonoma Wine Company (a California LLC) |
| RANDALL MONROE | 78/424908 | 5/25/04 | 2,994,754 | 9/13/05 | Sonoma Wine Company (a California LLC) |
| AVALON | 78/129022 | 5/15/02 | 2,843,868 | 5/18/04 | Purple Wine Company LLC (a California LLC) |
| MARC CELLARS | 75/722494 | 6/7/99 | 2,333,054 | 3/21/00 | Sonoma Wine Company (a California LLC) |
| FOXTAIL VINEYARDS & WINERY | 75/722495 | 6/7/99 | 2,333,055 | 3/21/00 | Sonoma Wine Company (a California LLC) |
| GISELLE | 75/722493 | 6/7/99 | 2,329,871 | 3/14/00 | Sonoma Wine Company (a California LLC) |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---|---|---|---|---|---|
| ROSE VALLEY VINEYARDS & WINERY | 75/696756 | 5/3/99 | 2,321,946 | 2/22/00 | Sonoma Wine Company (a California LLC) |
| BISON RIDGE | 85/501530 | 12/21/11 | 4,211,641 | 9/18/12 | Sonoma Wine Company (a California LLC) |
| OMG | 85/298989 | 4/19/11 | n/a | n/a | Purple Wine Company (a California corporation) |
| MAVERICK | 85/149924 | 10/11/10 | n/a | n/a | Purple Wine Company (a California corporation) |
| WTF | 85/298976 | 4/19/11 | n/a | n/a | Purple Wine Company (a California corporation) |
| BFF | 85/298996 | 9/29/11 | n/a | n/a | Purple Wine Company (a California corporation) |
| THE COAST RANGE | 86/119379 | 11/14/13 | n/a | n/a | Purple Wine Company (a California corporation) |
| SWAMPTOWN | 86/120498 | 11/15/13 | n/a | n/a | Purple Wine Company (a California corporation) |
| PICO & VINE | 86/132896 | 2/2/13 | n/a | n/a | Sonoma Wine Company (a California corporation) |
| REXLEY | 86/119366 | 11/14/13 | n/a | n/a | Sonoma Wine Company (a California corporation) |

*Execution Copy*

# ASSUMPTION AGREEMENT

Assumption Agreement ("Assumption Agreement") dated as of JUNE 14, 2012 by and among Sonoma Wine Company, LLC, a California limited liability company ("SWC"), Purple Wine Production Company, a California corporation ("PWPC"), and Comerica Bank, as administrative agent ("Agent").

## RECITALS:

A. Purple Wine Company, LLC, a California limited liability company ("PWC"), Purple Wine Real Estate, LLC, a California limited liability company ("PWRE"), Aubergine, LLC, a California limited liability company ("Aubergine"), and PWPC entered into a Revolving Credit and Term Loan Agreement dated April 14, 2010, with Agent and certain lenders party thereto (collectively, the "Lenders") (as amended, restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein shall have the meanings given to them in the Credit Agreement except as otherwise expressly defined herein).

B. In connection with the execution of the Credit Agreement, PWC, PWPC, PWRE and Aubergine also executed and delivered to the Agent and the Lenders the Notes and certain other Loan Documents.

C. On the date hereof, PWPC transferred substantially all of its assets to SWC, pursuant to the terms of that certain Asset Transfer Agreement, effective as of January 1, 2012, by and between PWPC and SWC (together with all schedules thereto), in form and substance satisfactory to Agent (the "Asset Transfer").

NOW, THEREFORE, SWC and PWPC acknowledge and agree as follows:

1. SWC assumes and succeeds to all indebtedness, liabilities, obligations and rights of PWPC, whether now existing or hereafter arising under the Credit Agreement, the Notes and the other Loan Documents. SWC agrees to be bound by the terms and conditions of the Loan Documents executed by PWPC, and Agent agrees that SWC shall succeed to all rights and benefits of PWPC under the Loan Documents, in each case, as if SWC had originally executed them. Each reference in the Loan Documents to PWPC or the Borrower shall hereafter mean SWC (and PWC, Aubergine and PWRE, as the context may indicate).

2. The Assumption Agreement shall be binding upon the parties hereto and their respective successors and assigns.

3. This Assumption Agreement is governed by and is to be construed under the laws of the State of California, without giving effect to conflict of laws principles.



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4. Except for the assumption herein set forth, all of the terms and conditions of the Loan Documents remain unchanged and in full force and effect and each of the Loan Documents is ratified, confirmed and restated.

5. SWC agrees that the Collateral shall remain in all respects subject to the liens and security interests of the Agent (for the benefit of the Lenders) established or continued under the Loan Documents and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the liens and security interests of Agent therein, or the priority thereof.

6. Without limitation to the other terms and provisions of this Assumption Agreement, SWC agrees to execute and deliver from time to time, such documents or agreements as the Agent may request to give effect to the terms of this Assumption Agreement.

7. SWC, PWPC AND AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS.



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**COMERICA BANK, as Agent**

By: Colleen Machado

Its: Vice President



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**SONOMA WINE COMPANY, LLC**

By: _____

Its: CFO

**PURPLE WINE PRODUCTION COMPANY**

By: _____

Its: CFO



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ACKNOWLEDGED AND AGREED AS OF JUNE 14, 2012:

**PURPLE WINE COMPANY, LLC**

By: _____

Its: CFO

**AUBERGINE, LLC**

By: _____

Its: CFO

**PURPLE WINE REAL ESTATE, LLC**

By: _____

Its: CFO



RECORDED: 02/14/2014

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