

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
Ladera Vineyards, LLC		02/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85731029	S	
Registration Number:	1925773	CHATEAU WOLTNER	
Registration Number:	2719320	TWO MOUNTAINS	
Registration Number:	2743712	LONE CANYON VINEYARD	
Registration Number:	2696061	LADERA	
Registration Number:	4172845	TIMBERLINE	
Registration Number:	3551578	PILLOW RD.	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		

OP \$190.00 85731029

Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	059235-10340
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	02/26/2014

Total Attachments: 3
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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of February 21, 2014, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for the benefit of the Secured Party.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Amended and Restated Security Agreement dated as of February 21, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party for the benefit of the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations) and the termination of any commitment of the Secured Party to extend credit accommodations to the Grantor, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) The Grantor hereby grants to the Secured Party for the benefit of the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

LADERA VINEYARDS, LLC

By: 
Name: Patrick L. Stolesary
Title: President

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005224 FRAME: 0921

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

1. Pending Use-Based Trademark Applications

Mark	Class(es)	Appl. No. Appl. Date
S (Stylized)	33	85731029 17-SEP-2012

2. Trademark Registrations

Mark	Class(es)	Reg. No. Reg. Date
CHATEAU WOLTNER	33	1,925,773 10-OCT-1995
TWO MOUNTAINS	33	2,719,320 27-MAY-2003
LONE CANYON VINEYARD	33	2,743,712 29-JUL-2003
LADERA	33	2,696,061 11-MAR-2003
TIMBERLINE	33	4,172,845 10-JUL-2012
PILLOW RD.	33	3,551,578 23-DEC-2008