

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
Niebaum-Coppola Estate Winery, L.P.		03/05/2014	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A., as agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3473704	AMERICA'S GRAND WINE ESTATE
Registration Number:	2702040	BLANCANEUX
Registration Number:	3353682	CAPTAIN'S RESERVE
Registration Number:	2156693	EDIZIONE PENNINO
Serial Number:	85658333	ESTATE FOUNDED 1880 INGLENOOK CASK CABER
Registration Number:	3570788	ESTATE FOUNDED 1880 RUBICON ESTATE CASK
Serial Number:	86092808	GN INGLENOOK VINEYARD RUTHERFORD NAPA CO
Registration Number:	1932929	GUSTAVE NIEBAUM
Registration Number:	599456	INGLENOOK
Registration Number:	2794059	INGLENOOK CHABLIS
Registration Number:	2731938	NC
Registration Number:	2827105	NC NIEBAUM-COPPOLA RUTHERFORD CALIFORNIA
Registration Number:	1561263	NIEBAUM
Registration Number:	2150948	NIEBAUM-COPPOLA

**TRADEMARK**

Registration Number:	2403959	NIEBAUM-COPPOLA
Registration Number:	2484445	NIEBAUM-COPPOLA
Registration Number:	2156846	NIEBAUM-COPPOLA NC RUTHERFORD CALIFORNIA
Registration Number:	2839079	RC RESERVE
Registration Number:	2181562	TALIA ROSE

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	045281
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/07/2014

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 5th day of March, 2014, NIEBAUM-COPPOLA ESTATE WINERY, L.P., a California limited partnership ("*Debtor*") with its principal place of business and mailing address at 620 Airpark Road, Napa, California 94558, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of November 24, 2010 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NIEBAUM-COPPOLA ESTATE WINERY, L.P.

By: Niebaum-Coppola Estate Winery, Inc.,  
Its: Sole General Partner

By Gordon Wang  
Name: Gordon Wang  
Title: Vice President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as administrative agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NIEBAUM-COPPOLA ESTATE WINERY, L.P.

By: Niebaum-Coppola Estate Winery, Inc.,  
Its: Sole General Partner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as administrative  
agent

By  \_\_\_\_\_  
Name C. Scott Place  
Title Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

Mark	Country	Reg. Date	App./Reg. No.
AMERICA'S GRAND WINE ESTATE	US	7/22/2008	3473704
BLANCANEAUX	US	4/1/2003	2702040
CAPTAIN'S RESERVE	US	12/11/2007	3353682
EDIZIONE PENNINO (& design)	US	5/12/1998	2156693
ESTATE FOUNDED 1880 INGLENOK CASK CABERNET RUTHERFORD GROWN ESTATE PRODUCED BOTTLED CABERNET SAUVIGNON - NAPA VALLEY (& design)	US	(pending)	85658333
ESTATE FOUNDED 1880 RUBICON ESTATE CASK CABERNET RUTHERFORD ESTATE GROWN PRODUCED BOTTLED CABERNET SAUVIGNON - NAPA VALLEY (& design)	US	2/3/2009	3570788
GN INGLENOK VINEYARD RUTHERFORD NAPA CO. CAL	US	(pending)	86092808
GUSTAVE NIEBAUM	US	11/7/1995	1932929
INGLENOK	US	12/14/1954	599456
INGLENOK CHABLIS	US	12/16/2003	2794059
NC (& horizontal diamond design)	US	7/1/2003	2731938
NC NIEBAUM-COPPOLA RUTHERFORD CALIFORNIA (& diamond design)	US	3/30/2004	2827105
NIEBAUM	US	10/17/1989	1561263
NIEBAUM-COPPOLA	US	4/14/1998	2150948
NIEBAUM-COPPOLA	US	11/14/2000	2403959
NIEBAUM-COPPOLA	US	9/4/2001	2484445
NIEBAUM-COPPOLA NC RUTHERFORD CALIFORNIA (& diamond design)	US	5/12/1998	2156846
RC RESERVE	US	5/4/2004	2839079
TALIA ROSE	US	8/11/1998	2181562