

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accolade Wines North America, Inc.		03/20/2014	CORPORATION: CALIFORNIA
Accolade Wines Australia Limited, an Australian limited company with ACN 008 273 907		03/20/2014	Australian Limited Company: AUSTRALIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as agent
Street Address:	601 Figueroa St., Suite 3690
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	4319014	A ACCOLADE WINES
Registration Number:	4325988	ACCOLADE WINES
Registration Number:	2292437	GOUNDREY
Registration Number:	4240487	WILLIAM HARDY
Registration Number:	3072024	FOUR EMUS
Registration Number:	3101616	GOUNDREY OFFSPRING
Registration Number:	4090213	HARDYS
Registration Number:	4070782	ESTD HARDYS 1853
Registration Number:	3078460	HARDYS OOMOO
Registration Number:	3080649	KNIFE & FORK
Registration Number:	2682622	LEASINGHAM
Registration Number:	4074284	LEASINGHAM
Registration Number:	2960224	LEASINGHAM MAGNUS
Registration Number:	4074283	MAGNUS
Registration Number:	2703800	NOTTAGE HILL
Registration Number:	4077242	OOMOO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3007907	OOMOO
Registration Number:	1994587	STAMPS OF AUSTRALIA
Registration Number:	2187734	TINTARA
Registration Number:	3046601	TRACKERS CROSSING
Registration Number:	3524732	VINTAGE FALLS
Registration Number:	2315135	WHISKERS BLAKE
Registration Number:	2202433	BANROCK
Registration Number:	2217458	BANROCK STATION
Registration Number:	3881222	BANROCK STATION GOOD EARTH FINE WINE
Registration Number:	3881223	
Registration Number:	2682804	CHATEAU REYNELLA
Registration Number:	3563438	ECOMATE
Registration Number:	4076625	EILEEN HARDY
Registration Number:	3072008	FOUR EMUS
Registration Number:	3349295	WALKING TREE
Registration Number:	4277159	UNCENSORED
Registration Number:	3711641	
Serial Number:	86033563	CLAIRVILLE STATION
Serial Number:	85836209	COMES A TIME
Serial Number:	86033612	CONNECT THE DOTS
Serial Number:	85836332	DANCING SHOES
Serial Number:	85836217	DANCING WIND
Serial Number:	86082359	DEVIL'S INKSTAND
Serial Number:	85836325	LIP SMACK
Serial Number:	86033594	PARTY IN A BOX
Serial Number:	86082376	PLUTO'S FURY
Serial Number:	86057576	REACH FOR THE PEAK
Serial Number:	86033603	TAKE A BREAK
Serial Number:	86033615	TALE OF TWO GRAPES
Serial Number:	85970325	TECTONIC
Serial Number:	86167148	THERMOPOLI
Serial Number:	85927323	UNINHIBITED
Serial Number:	85919154	VOLUME
Serial Number:	86167162	WATER BEND
Serial Number:	85836192	WINE {101}
Serial Number:	85275436	A ACCOLADE WINES
Serial Number:	85229780	ACCOLADE WINES
Serial Number:	85427930	WILLIAM HARDY

CORRESPONDENCE DATA**Fax Number:**

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

Email: marina.kelly@thomsonreuters.com**Correspondent Name:** Anthony M. DiGiacomo**Address Line 1:** 1270 Avenue of the Americas, 30th Floor**Address Line 2:** Chapman and Cutler LLP**Address Line 4:** New York, NEW YORK 10020

NAME OF SUBMITTER:	Anthony M. DiGiacomo
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SIGNATURE:	/Marina Kelly Thomson Reuters/
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DATE SIGNED:	04/25/2014
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Total Attachments: 13

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Accolade Wines North America, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 20, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: General Electric Capital Corporation, as agent

Internal

Address: _____

Street Address: 601 Figueroa St., Suite 3690

City: Los Angeles

State: CA

Country: USA Zip: 90017

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see Item 4(C) below.

B. Trademark Registration No.(s)

Please see Item 4(C) below.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see "Section 2. Grant of Security Interest in Trademark Collateral" of the Amended and Restated Trademark Security Agreement attached as Annex II hereto, including, without limitation, Schedule 1 attached thereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Receiving Party (Item 2 above) and a copy to:

Internal Address: Chapman and Cutler LLP

Attn: Anthony M. DiGiacomo

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: NY Zip: 10020

Phone Number: (212) 655-2530

Fax Number: (212) 655-2531

Email Address: digiacom@chapman.com

6. Total number of applications and registrations involved:

54

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

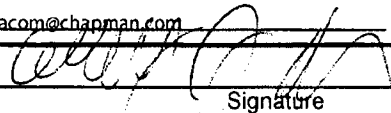
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

April 25, 2014
Date

Carey Gaughan, Associate, Chapman and Cutler LLP, as counsel to Receiving Party

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Item 1. Additional Name of Conveying Party

Accolade Wines Australia Limited,
an Australian limited company with ACN 008 273 907

*Item 4. Application number(s) or registration number(s) and identification or description of the
Trademark.*

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(USPTO Trademarks)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (USPTO Trademarks), dated as of March 20, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 27, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of February 27, 2014, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Agent shall promptly release its security interests in the Trademark Collateral and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral granted under this Trademark Security Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

ACCOLADE WINES NORTH AMERICA, INC.

as Grantor

By: 
Name: **Jeremy Stevenson**
Title: **SECRETARY**

ACCOLADE WINES AUSTRALIA LIMITED,
as Grantor

By: 
Name: **Jeremy Stevenson**
Title: **Director**

By: 
Name: **Julie Ryan**
Title: **Company Secretary**

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACCOLADE WINES NORTH AMERICA,
INC.
as Grantor

By: _____
Name:
Title:

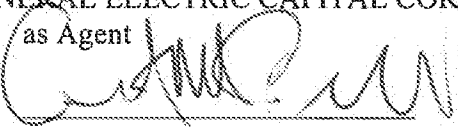
ACCOLADE WINES AUSTRALIA LIMITED,
as Grantor

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name:
Title:

SCHEDULE 1

ACCOLADE WINES NORTH AMERICA, INC.

Owner	Trademark	Device	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines North America, Inc.	CLAIRVILLE STATION		86033563	8/9/13	United States of America	N/A
Accolade Wines North America, Inc.	COMES A TIME		85836209	1/30/13	United States of America	N/A
Accolade Wines North America, Inc.	CONNECT THE DOTS		86033612	8/9/13	United States of America	N/A
Accolade Wines North America, Inc.	DANCING SHOES		85836332	1/30/13	United States of America	N/A
Accolade Wines North America, Inc.	DANCING WIND		85836217	1/30/13	United States of America	N/A
Accolade Wines North America, Inc.	DEVIL'S INKSTAND		86082359	10/3/13	United States of America	N/A
Accolade Wines North America, Inc.	GEYSER PEAK BONDED WINERY NO. 29 logo seal		1161925	4/26/13	United States of America	N/A
Accolade Wines North America, Inc.	LIP SMACK		85836325	1/30/13	United States of America	N/A

Owner	Trademark	Device	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines North America, Inc.	PARTY IN A BOX		86033594	8/9/13	United States of America	N/A
Accolade Wines North America, Inc.	PLUTO'S FURY		86082376	10/3/13	United States of America	N/A
Accolade Wines North America, Inc.	REACH FOR THE PEAK		86057576	9/6/13	United States of America	N/A
Accolade Wines North America, Inc.	Sun atop triangle device		3711641	4/7/09	United States of America	N/A
Accolade Wines North America, Inc.	TAKE A BREAK		86033603	8/9/13	United States of America	N/A
Accolade Wines North America, Inc.	TALE OF TWO GRAPES		86033615	8/9/13	United States of America	N/A
Accolade Wines North America, Inc.	TECTONIC		85970325	6/26/13	United States of America	N/A
Accolade Wines North America, Inc.	THERMOPOLI		86167148	1/16/14	United States of America	N/A

Owner	Trademark	Device	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines North America, Inc.	UNCENSORED		4277159	2/21/12	United States of America	N/A
Accolade Wines North America, Inc.	UNINHIBITED		85927323	5/3/13	United States of America	N/A
Accolade Wines North America, Inc.	VOLUME		85919154	3/15/13	United States of America	N/A
Accolade Wines North America, Inc.	WALKING TREE		3349295	1/27/04	United States of America	N/A
Accolade Wines North America, Inc.	WATER BEND		86167162	1/16/14	United States of America	China
Accolade Wines North America, Inc.	WATER BEND		86167162	1/16/14	United States of America	European Community
Accolade Wines North America, Inc.	WATER BEND		86167162	1/16/14	United States of America	Japan
Accolade Wines North America, Inc.	WATER BEND		86167162	1/16/14	United States of America	Singapore

Owner	Trademark	Device	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines North America, Inc.	WATER BEND		86167162	1/16/14	United States of America	United States of America
Accolade Wines North America, Inc.	WINE {101}		85836192	1/30/13	United States of America	N/A

ACCOLADE WINES AUSTRALIA LIMITED

Owner	Trademark	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines Australia Limited	ACCOLADE WINES (+design logo)	85275436	3/4/11	United States of America	N/A
Accolade Wines Australia Limited	ACCOLADE WINES	85229780	1/31/11	United States of America	N/A
Accolade Wines Australia Limited	BANROCK	2202433	11/10/98	United States of America	N/A
Accolade Wines Australia Limited	BANROCK STATION	2217458	1/12/99	United States of America	N/A
Accolade Wines Australia Limited	Banrock Station Good Earth, Fine Wine	3881222	11/23/10	United States of America	N/A
Accolade Wines Australia Limited	Banrock tree in bottle	3881223	11/23/10	United States of America	N/A
Accolade Wines Australia Limited	CHATEAU REYNELLA	2682804	2/4/03	United States of America	N/A
Accolade Wines Australia Limited	ECOMATE	3563438	11/4/08	United States of America	N/A
Accolade Wines Australia Limited	EILEEN HARDY	4076625	12/27/11	United States of America	N/A

Owner	Trademark	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines Australia Limited	FOUR EMUS	3072008	3/21/06	United States of America	N/A
Accolade Wines Australia Limited	Four Emus (Front Label)	3072024	3/21/06	United States of America	N/A
Accolade Wines Australia Limited	GOUNDREY OFFSPRING	3101616	6/6/06	United States of America	N/A
Accolade Wines Australia Limited	HARDYS	4090213	1/24/12	United States of America	N/A
Accolade Wines Australia Limited	HARDYS EST 1853 (logo)	4070782	12/13/11	United States of America	N/A
Accolade Wines Australia Limited	HARDYS OOMOO	3078460	4/11/06	United States of America	N/A
Accolade Wines Australia Limited	KNIFE & FORK	3080649	7/26/05	United States of America	N/A
Accolade Wines Australia Limited	LEASINGHAM	2682622	2/4/03	United States of America	N/A
Accolade Wines Australia Limited	LEASINGHAM	4074284	12/20/11	United States of America	N/A
Accolade Wines Australia Limited	LEASINGHAM MAGNUS	2960224	7/7/05	United States of America	N/A
Accolade Wines Australia Limited	MAGNUS	4074283	12/27/11	United States of America	N/A
Accolade Wines Australia Limited	NOTTAGE HILL	2703800	4/8/03	United States of America	N/A
Accolade Wines Australia Limited	OOMOO label	4077242	12/27/11	United States of America	N/A
Accolade Wines Australia Limited	OOMOO	3007907	11/9/04	United States of America	N/A
Accolade Wines Australia Limited	SHUTTLES	3436261	2/5/08	United States of America	N/A

Owner	Trademark	Registration/ Application Number	Registration/ Application Date	Country	Designated Country
Accolade Wines Australia Limited	STAMPS OF AUSTRALIA	1994587	8/20/96	United States of America	N/A
Accolade Wines Australia Limited	TINTARA	2187734	9/8/97	United States of America	N/A
Accolade Wines Australia Limited	TRACKERS CROSSING	3046601	1/17/06	United States of America	N/A
Accolade Wines Australia Limited	VINTAGE FALLS	3524732	10/28/08	United States of America	N/A
Accolade Wines Australia Limited	WHISKERS BLAKE	2315135	2/8/00 (renewed 2/12/10)	United States of America	N/A
Accolade Wines Australia Limited	WILLIAM HARDY	85427930	9/21/11	United States of America	N/A
Accolade Wines Australia Limited	A ACCOLADE WINES & design	4319014	03/24/11	United States of America	N/A
Accolade Wines Australia Limited	ACCOLADE WINES	4325988	01/31/11	United States of America	N/A
Accolade Wines Australia Limited	GOUNDREY	2292437	11/16/99	United States of America	N/A
Accolade Wines Australia Limited	STAMP OF AUSTRALIA logo	79134931	07/19/13	United States of America	N/A
Accolade Wines Australia Limited	TH THOMAS HARDY ESTD 1853 device	79036901	08/15/13	United States of America	N/A
Accolade Wines Australia Limited	WILLIAM HARDY	4240487	09/21/11	United States of America	N/A