

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Don Sebastiani & Sons International Wine Negotiants		03/28/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	601 South Figueroa Street, Suite 3690		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4396426	AMERICANO	
Registration Number:	4036815	THE BIG GREEN BOX	
Registration Number:	3122798	DON & SONS	
Registration Number:	3914994	DON & SONS	
Registration Number:	4246016		
Registration Number:	4219531	THE GROOVY GREEN BOTTLE	
Registration Number:	4202685	GUNSIGHT ROCK	
Registration Number:	3871504	IL DONATO	
Registration Number:	3949143	THE NEXT GENERATION IN WINE	
Registration Number:	4071085	THE PATH	
Registration Number:	2547328	PEPPERWOOD GROVE	
Registration Number:	1888785	PEPPERWOOD GROVE	
Registration Number:	4094108	PERIODIC	
Registration Number:	3976009	PROJECT PASO	
Registration Number:	3971224	SIMPLE LIFE	
Registration Number:	4020667	SIVAS - SONOMA	
Registration Number:	2802544	SMOKING LOON	
Registration Number:	2925397		
Registration Number:	4283129	STEELBIRD	
TRADEMARK			

CH \$590.00 4396426

Property Type	Number	Word Mark
Registration Number:	4259211	SUGAR BEET RANCH
Registration Number:	3971225	THREE WINE MEN
Serial Number:	86054469	EL CARANCHO
Serial Number:	85577578	LEMON HILL

CORRESPONDENCE DATA

Fax Number: 4155911400

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

Phone: (415) 591-1000

Email: achan@winston.com

Correspondent Name: Randy Rogers, c/o Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250022.00229
NAME OF SUBMITTER:	Randy Rogers
SIGNATURE:	/randy rogers/
DATE SIGNED:	07/01/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2014, is made by DON SEBASTIANI & SONS INTERNATIONAL WINE NEGOCIANTS, a California corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 28, 2014 (as amended, restated or supplemented from time to time, the "Credit Agreement"), by and among Borrower, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

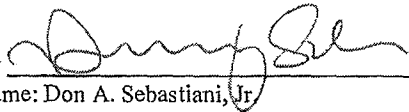
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

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.

[Remainder of page intentionally left blank; signature begin on following page.]

IN WITNESS WHEREOF, 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.

DON SEBASTIANI & SONS INTERNATIONAL WINE
NEGOCIANTS, a California corporation, as Grantor

By 
Name: Don A. Sebastiani, Jr.
Title: President

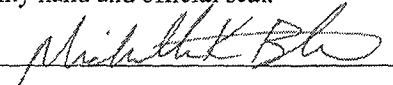
ACKNOWLEDGMENT OF GRANTOR

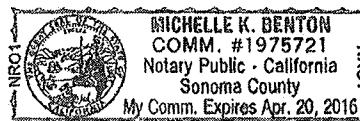
State of California)
)
County of Sonoma)

On March 26th 2014 before me, Michelle K. Benton, Notary Public, personally appeared Don A. Sebastiani, Jr. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

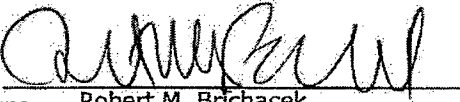
WITNESS my hand and official seal.

Signature  (Seal)



ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By 
Name Robert M. Brichacek
Title Duly Authorized Signatory

Signature Page for Trademark Security Agreement - Sebastiani

TRADEMARK
REEL: 005314 FRAME: 0399

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMERICANO	4,396,426	9/3/2013
BIG GREEN BOX, THE	4,036,815	10/11/2011
DON & SONS	3,122,798	8/1/2006
DON & SONS design mark	3,914,994	2/1/2011
Don & Sons silhouette image	4,246,016	11/20/2012
GROOVY GREEN BOTTLE, THE	4,219,531	10/2/12
GUNSIGHT ROCK	4,202,685	9/4/12
IL DONATO	3,871,504	11/2/2010
NEXT GENERATION IN WINE, THE	3,949,143	4/19/2011
PATH, THE	4,071,085	12/13/2011
PEPPERWOOD GROVE	2,547,328	3/12/2002
PEPPERWOOD GROVE stylized	1,888,785	4/11/1995
PERIODIC	4,094,108	01/31/2012
PROJECT PASO	3,976,009	6/7/2011
SIMPLE LIFE	3,971,224	5/31/2011
SIVAS-SONOMA	4,020,667	4/30/2011
SMOKING LOON	2,802,544	1/6/2004
SMOKING LOON label (design mark)	2,925,397	2/8/2005
STEELBIRD	4,283,129	1/29/2013
SUGAR BEET RANCH	4,259,211	12/11/2012
THREE WINE MEN	3,971,225	05/31/2011

2. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
EL CARANCHO	86/054469	09/03/2013
LEMON HILL	85/577578	03/22/2012