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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO FIRST AMENDED AND RESTATED INTELLECTUAL
	PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WENTE BROS.		12/10/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road, M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas Banking Association: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85841482	WINEMAKERS STUDIO
Serial Number:	85841459	WINEMAKERS STUDIO
Serial Number:	85841409	WINEMAKERS STUDIO
Registration Number:	4467748	ART OF GIVING

CORRESPONDENCE DATA

Fax Number: 9497200182

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: 949-224-6263

Email: Trademark@Buchalter.com

Correspondent Name: Deena Hochmuth

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	C5724-0005
NAME OF SUBMITTER:	Deena Hochmuth
SIGNATURE:	/Deena Hochmuth/
DATE SIGNED:	12/16/2014

Total Attachments: 2

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SUPPLEMENT TO FIRST AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to First Amended and Restated Intellectual Property Security Agreement ("Supplement") is entered into as of December 10, 2014 by and between WENTE BROS., a California corporation ("Grantor"), and COMERICA BANK, successor in interest to Comerica Bank-California ("Secured Party").

RECITALS

- A. Secured Party has made certain advances of money and extended certain financial accommodations to Grantor, and anticipates making further advances and financial accommodations to Grantor in the future.
- B. Grantor and Secured Party entered into a First Amended and Restated Intellectual Property Security Agreement dated September 26, 2011 ("Security Agreement"), pursuant to which Grantor granted Secured Party a security interest in certain Intellectual Property Collateral (as such term is defined therein) to secure prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party. ...
- C. Grantor and Secured Party want to confirm the continued validity of the Security Agreement, and affirm that Grantor grants to Secured Party a security interest in the trademarks described in Exhibit A attached hereto, which security interest is governed by and subject to the terms and conditions of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- 1. <u>Definitions.</u> All capitalized terms used herein and not otherwise defined have the meanings as defined in the Security Agreement.
- 2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest in and mortgage to Secured Party, to Grantor's entire right, title and interest in, to and under the trademarks identified in Exhibit A, attached hereto, together with (a) the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, (b) any and all claims for damages by way of past, present and future infringement of any of the rights included with the trademarks, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights; (c) all licenses or other rights to use any of those trademarks, and all license fees and royalities arising from such use to the extent permitted by such licenses or rights; (d) all amendments, renewals and extensions of those trademarks, and (e) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the foregoing.
- 3. <u>Supplement to Security Agreement</u>. This Supplement supplements the Security Agreement, which remains in full force and effect, as hereby supplemented.

IN WITNESS WHEREOF, the parties have caused this Supplement to First Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Wente Bros. 5565 Tesla Road Livermore, California 94550 Attn: Carolyn Wente

Address of Bank:

Comerica Bank 1331 N. California Blvd., Suite 210 Walnut Creek, California 94596 Attn: M. Todd Stemler WENTE BROS., a California corporation

Arthur Jeannet
Chief Financial Officer

BANK:

COMERICA BANK

M. Todt Stemle Vice President

EXHIBIT A

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
WINEMAKER STUDIO	85841482	02/05/2013
WINEMAKER STUDIO	85841459	02/05/2013
WINEMAKER STUDIO	85841409	02/05/2013
ART OF GIVING	4,467,748	01/14/2014

BN 17113642v2

RECORDED: 12/16/2014

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