

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Wine Group LLC		08/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2638177	BENZIGER	
<b>Registration Number:</b>	3327522	DE COELO	
<b>Registration Number:</b>	1650975	FARMING FOR FLAVORS	
<b>Registration Number:</b>	3657116	IMAGERY	
<b>Registration Number:</b>	3541207	SIGNATERRA	
<b>Registration Number:</b>	4651450	SUNNY SLOPE VINEYARD	
<b>Registration Number:</b>	1781659	TRIBUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785532602		
<i>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.</i>			
<b>Phone:</b>	(678) 553-2601		
<b>Email:</b>	jimmarl@gtlaw.com		
<b>Correspondent Name:</b>	LaShana C. Jimmar, Paralegal		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	3333 Piedmont Road, NE, Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	123235.013000		

CH \$190.00 2638177

<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
<b>SIGNATURE:</b>	/LaShana C. Jimmar/
<b>DATE SIGNED:</b>	08/04/2015
<b>Total Attachments: 4</b> source=Rabobank_TWG - TWG Trademark Security Agreement#page1.tif source=Rabobank_TWG - TWG Trademark Security Agreement#page2.tif source=Rabobank_TWG - TWG Trademark Security Agreement#page3.tif source=Rabobank_TWG - TWG Trademark Security Agreement#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, THE WINE GROUP LLC**, a Delaware limited liability company (the “*Grantor*”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor and The Wine Group, Inc., a California corporation (“*TWG Inc.*”), and together with the Grantor, the “*Co-Issuers*”) have entered into separate Note Purchase Agreements dated as of August 30, 2002 (as they may heretofore have been and as they may hereafter be amended, supplemented, restated or otherwise modified from time to time, collectively being the “*Note Purchase Agreement*”) with the holders of the Senior Noteholder Notes party thereto (collectively, together with their respective successors and assigns party to the Note Purchase Agreement from time to time, the “*Senior Noteholders*”) pursuant to which the Senior Noteholders have purchased the Senior Noteholder Notes from Co-Issuers, subject to the terms and conditions set forth in the Note Purchase Agreement; and

**WHEREAS**, Co-Issuers have entered into a Third Amended and Restated Credit Agreement dated as of December 6, 2013 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “*Credit Agreement*”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “*Lenders*”), and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch (“*Rabobank*”), as Administrative Agent for the Lenders (in such capacity, “*Agent*”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Co-Issuers; and

**WHEREAS**, Co-Issuers may from time to time enter into one or more additional note purchase agreements and/or credit agreements and/or swap agreements (the “*Additional Agreements*”) with investors and/or lenders and/or swap providers which become parties to the Collateral Agency and Intercreditor Agreement referred to below pursuant to Section 5.06 thereof (such investors, lenders and swap providers being referred to herein as the “*Additional Creditors*”) in accordance with the terms of the Collateral Agency and Intercreditor Agreement; and

**WHEREAS**, the Senior Noteholders, Lenders and Rabobank, as Collateral Agent for and representative of (in such capacity herein called “*Secured Party*”) the Senior Noteholders, and Lenders have entered into, and upon their execution of a Counterpart, Additional Creditors will enter into that certain Second Amended and Restated Collateral Agency and Intercreditor Agreement dated as of December 6, 2013 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “*Collateral Agency and Intercreditor Agreement*”) pursuant to which the Senior Noteholders and Lenders have appointed, and upon their execution of a Counterpart, Additional Creditors will appoint Secured Party, and Secured Party has agreed to act, as agent for the Senior Noteholders, Lenders and Additional Creditors hereunder; and

**WHEREAS**, pursuant to the terms of a Second Amended and Restated Security Agreement dated as of December 6, 2013 (as amended, restated, supplemented or otherwise

modified from time to time, the “*Security Agreement*”), among Co-Issuers, Secured Party and the other grantors named therein, the Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “*Trademark Collateral*”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “*Trademarks*”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “*Trademark Registrations*”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “*Trademark Rights*”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “*Associated Goodwill*”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “*proceeds*” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.


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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as August 3, 2015.

**THE WINE GROUP LLC,**  
a Delaware limited liability company

By: TWG Manager, Inc.,  
a California corporation,  
its Manager

By:

  
Name: JOHN SUTTON  
Title: CFO

**SCHEDULE A**  
to  
**GRANT OF TRADEMARK SECURITY INTEREST**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Applications and Registrations:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Australia	BENZIGER	663859	11/11/1996
Canada	BENZIGER	TMA498477	8/11/1998
China	BENZIGER	6124114	9/14/2010
European Union	BENZIGER	000252890	10/1/1998
Hong Kong	BENZIGER	199608621	9/16/1996
Mexico	BENZIGER	522886	5/28/1996
Norway	BENZIGER	175749	7/25/1996
Portugal	BENZIGER	297333	4/18/1993
Republic of Korea	BENZIGER	400308171	2/16/1993
Singapore	BENZIGER	T9705975A	5/23/1997
Sweden	BENZIGER	304173	8/25/1995
Taiwan R.O.C.	BENZIGER	759420	4/16/1997
Thailand	BENZIGER	Kor76827	6/28/1996
United Kingdom	BENZIGER	2022664	5/10/1996
United States of America	BENZIGER	2838177	10/22/2002
United States of America	DE COELO	3327522	10/30/2007
Canada	FARMING FOR FLAVORS	TMA751952	11/3/2009
United States of America	FARMING FOR FLAVORS	1650973	7/16/1991
United States of America	IMAGERY	3657116	7/21/2009
Canada	SIGNATERRA	TMA804883	8/22/2011
United States of America	SIGNATERRA	3341207	12/3/2008
United States of America	SUNNY SLOPE VINEYARD	4651450	12/9/2014
European Union	TRIBUTE	001316371	11/20/2000
United States of America	TRIBUTE	1781659	7/13/1993

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