

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Wine Group LLC		03/25/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Cooperatieve Rabobank U.A., New York Branch, as Collateral Agent
<b>Street Address:</b>	245 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85979491	BOXTAILS
Serial Number:	86876809	BY A NOSE
Serial Number:	86875355	FALL IN LOVE WITH THE DARKER SIDE OF PIN
Serial Number:	86918674	FALL IN LOVE WITH THE DARKER SIDE OF WIN
Serial Number:	86866282	FIREBLEND
Serial Number:	85982031	INSURRECTION
Serial Number:	86920306	MONTHAVEN
Serial Number:	86916580	SPARKY'S

## CORRESPONDENCE DATA

Fax Number: 6785532602

*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: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

CH \$215.00 85979491

<b>ATTORNEY DOCKET NUMBER:</b>	123235.013000
<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
<b>SIGNATURE:</b>	/LaShana C. Jimmar/
<b>DATE SIGNED:</b>	03/25/2016

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

March 25, 2016

**WHEREAS, THE WINE GROUP LLC**, a Delaware limited liability company (“*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 Wine Group, Inc., a California corporation (“*TWG Inc.*”), and The Wine Group LLC, a Delaware limited liability company (the “*Company*”, and together with TWG Inc., 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 Fourth Amended and Restated Credit Agreement dated as of March 25, 2016 (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 Rabobank U.A., 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 Third Amended and Restated Collateral Agency and Intercreditor Agreement dated as of March 25, 2016 (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 Third Amended and Restated Security Agreement dated as of March 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among Grantor, Co-Issuers, Secured Party and the other grantors named therein, 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, 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 such 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 such 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.

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.

This Grant of Trademark Security Interest may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Grant of Trademark


Security Interest or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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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 of the date first above written.

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

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

By:   
Name: John Sutton  
Title: CEO

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

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER OF RECORD</b>
BOXTAILS	85979491	4377816	The Wine Group LLC
BY A NOSE	86876809		The Wine Group LLC
FALL IN LOVE WITH THE DARKER SIDE OF PINOT	86875355		The Wine Group LLC
FALL IN LOVE WITH THE DARKER SIDE OF WINE	86918674		The Wine Group LLC
FIREBLEND	86866282		The Wine Group LLC
INSURRECTION	85982031	4573547	The Wine Group LLC
MONTHAVEN	86920306		The Wine Group LLC
SPARKY'S	86916580		The Wine Group LLC