

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803594

<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>
Dos Hombres, LLC		03/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBV Ventures LLC		
<b>Street Address:</b>	207 High Point Drive, Building 100		
<b>Internal Address:</b>	c/o Constellation Brands, Inc.		
<b>City:</b>	Victor		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14564		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88168789	DOS HOMBRES	
<b>Serial Number:</b>	88780088	DOS HOMBRES	
<b>Serial Number:</b>	88785551	DOS HOMBRES. IT'S MEZCAL.	
<b>Serial Number:</b>	88780093	CINCO DE MEZCAL	
<b>Serial Number:</b>	97663229	IT'S FATE. IT'S FRIENDSHIP. IT'S MEZCAL.	
<b>Serial Number:</b>	97663622	DAILY DOS OF HOMBRES	
<b>Serial Number:</b>	97743115	DOS HOMBRES	
<b>Serial Number:</b>	97743137	DOS HOMBRES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>	585-263-1000		
<b>Email:</b>	kwalsh@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	21615-313		

CH \$215.00 88168789

<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh
<b>SIGNATURE:</b>	/kristenmwalsh/
<b>DATE SIGNED:</b>	04/17/2023
<b>Total Attachments: 13</b> source=CBV - DH - Convertible Note Security Agreement (Executed)#page1.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page2.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page3.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page4.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page5.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page6.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page7.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page8.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page9.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page10.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page11.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page12.tif source=CBV - DH - Convertible Note Security Agreement (Executed)#page13.tif	

**SECURITY AGREEMENT  
(Secured Convertible Promissory Note)**

This Security Agreement (this “**Agreement**” or this “**Security Agreement**”), dated as of March 22, 2023 (the “**Effective Date**”), is made by Dos Hombres, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CBV Ventures LLC, a Delaware limited liability company (the “**Secured Party**”).

**WHEREAS**, the Grantor has, simultaneously with the execution and delivery of this Agreement, entered into that certain Secured Convertible Promissory Note, dated as of the date hereof, by and between the Grantor and the Secured Party (the “**Note**”); and

**WHEREAS**, this Agreement is given by the Grantor in favor of the Secured Party to secure the payment and performance of the Secured Obligations (as defined in Section 3 below).

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Note. Capitalized terms used in this Agreement shall have the following meanings:

a. “**Accounts,**” “**Chattel Paper,**” “**Equipment,**” “**Fixtures,**” “**General Intangibles,**” “**Goods,**” “**Instruments**” and “**Inventory**” shall each have the meaning provided in the Code.

b. “**Code**” shall mean Chapter 9 of the Uniform Commercial Code of the State of Delaware, as the same may be amended from time to time.

c. “**Event of Default**” shall have the meaning attributed to such term in the Note.

d. “**Intellectual Property**” shall mean all rights with respect to (a) all inventions (whether or not patented or patentable and whether or not reduced to practice) and industrial property, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (b) all mask work rights, database data, and copyrightable works, all copyrights, copyright applications, registrations, and renewals in connection therewith, and all moral rights, (c) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (d) all design rights, (e) all confidential and proprietary information, including, without limitation, confidential and proprietary know-how, trade secrets, processes, methodologies and procedures, (f) any other similar rights or intangible assets recognized under any laws or international conventions to which the United States is a member or signatory, including the Berne Convention, Universal Copyright Convention, Paris Convention, TRIPS, European Patent Convention, Patent Cooperation Treaty, Madrid Protocol, WIPO Copyright Treaty, and in any

country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force, and (g) all copies and tangible embodiments of all of the foregoing (a) through (e) in any form or medium throughout the world.

e. “**Permitted Liens**” shall mean (a) liens for taxes not yet due and payable or being contested in good faith by appropriate proceedings, (b) workers or unemployment compensation liens arising in the ordinary course of business consistent with past practice, (c) mechanic’s, materialman’s, supplier’s, vendor’s or similar liens arising in the ordinary course of business consistent with past practice securing amounts that are not delinquent or past due or being contested in good faith, (d) zoning ordinances, zoning, land use, air rights, building, historic preservation, and other similar restrictions applicable to the ownership, use or development of the applicable real property affected thereby imposed by any governmental authority, (e) licenses, covenants not to sue and similar rights granted under Intellectual Property and (f) all encroachments, overlaps, overhangs, variations in area or measurement, rights of parties under third-party leases, servitudes or easements or any other matters not of record, and other restrictions of legal record affecting real property which would be revealed by a survey or a search of public records and would not, individually or in the aggregate, materially interfere with the value or usefulness of such real property to the respective businesses of the Company or any of its subsidiaries as presently conducted and as contemplated to be conducted.

## 2. **Grant of Security Interest.**

a. For value received and as collateral security to secure the Secured Obligations, the Grantor hereby grants to the Secured Party a security interest, lien and mortgage in and to, and agrees and acknowledges that the Secured Party has, and shall continue to have, a security interest, lien and mortgage in and to, all personal property of the Grantor, including, without limitation, those assets and properties of the Grantor of the types described below, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created or acquired (the property described or referred to in subsections (i) through (xii) below hereinafter collectively referred to as the “**Collateral**”):

- i. all Accounts;
- ii. all Chattel Paper;
- iii. all Equipment;
- iv. all Fixtures;
- v. all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- vi. all Goods;
- vii. all Instruments;

viii. all Intellectual Property (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications);

ix. all documents, Chattel Paper, Goods, moneys, securities drafts, and property of the Grantor and all of the Grantor's deposits (general or special), balances, sums, proceeds and credits with, and any of its claims against, the Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;

x. all motor vehicles, trailers and semi-trailers, and accessories, and any replacement parts for any of these;

xi. all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or General Intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the property described or referred to in Sections 2(a)(i) through (x) above (the "**Books and Records**"); and

xii. all products and proceeds (as defined in the Code) of any of the property described in clauses (i) through (xi) above in any form, and all proceeds of such proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by the Grantor against third parties for loss or damage to, or destruction of, any of such property.

b. Notwithstanding the foregoing, Collateral shall not include any agreement of the Grantor that would violate law or relating to a government grant or the proceeds therefrom for which the grant of the security interest therein would be a violation of law or breach under any such agreement.

3. **Secured Obligations.** The security interest and assignment of rights contained in this Agreement (collectively, the "**Security Interests**") are granted to secure the payment and performance of the following obligations described or referred to in Sections 3(a) through (b) below (collectively, the "**Secured Obligations**");

a. any and all loans, advances (including, without limitation, future advances), indebtedness, interest, obligations and liabilities of Company to the Secured Party evidenced by the Note;

b. all reasonable and documented costs and expenses incurred by the Secured Party to enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Obligations, to collect the Secured Obligations and to maintain, preserve and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and

c. all renewals, extensions and modifications of such indebtedness incurred pursuant to the Note or any part thereof.

Notwithstanding the foregoing, the Secured Obligations shall not include any obligations with respect to any equity investments, rights to convert or other similar conversion right on obligations or any obligations under a warrant or similar instrument.

4. **Grantor's Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party, as of the date hereof, that:

a. Except as set forth on Schedule 1 hereto, there is no financing statement or other document creating or evidencing a lien now on file in any public office covering any of the Collateral of the Grantor, or any lien or encumbrance (other than Permitted Liens) on any of the Collateral of the Grantor, whether such Collateral be real or personal, tangible or intangible, or whether the Grantor is named;

b. the principal place of business of the Grantor is 15821 Ventura Blvd., Suite 500, Los Angeles, CA 91436 (the "**Principal Location**");

c. the Collateral is located at those locations set forth on Schedule 2 hereto;

d. no dispute, right of setoff, counterclaim or defenses exist with respect to the Collateral or any part of the Collateral, in each case, that would be material to the Collateral; and

e. all of the representations and warranties made by the Grantor in the Note are true and correct in all material respects (or, with respect to representations qualified by "Material Adverse Effect", such as would constitute a Material Adverse Effect) as of the date as of which such representation or warranty was made.

5. **Grantor's Covenant and Agreements.** The Grantor hereby covenants to the Secured Party and agrees that:

a. the Grantor shall, upon the Secured Party's reasonable written request and at the Secured Party's sole expense, make, procure, execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments, certificates, assignments, passbooks and supplemental writings, and do and deliver all acts, things, writings and assurances as the Secured Party may from time to time require, in each case, solely to the extent necessary to comply with the Code, or any other applicable law, and to preserve and protect the security interest hereby granted. In the event, for any reason, that the law of any jurisdiction other than the State of Delaware becomes or is applicable to the Collateral, or any part thereof, the Grantor agrees to execute and deliver, upon the Secured Party's reasonable

written request and at the Secured Party's sole expense, all such instruments and to do all such other things as may be necessary or appropriate to preserve, protect and enforce the security interest or lien of the Secured Party granted hereunder, under the law of such other jurisdiction, to at least the same extent as such security interest would be protected under the Code;

b. until the termination of this Agreement, the Grantor will not execute and there will not be on file in any public office any financing statement or statements creating or evidencing a lien (other than Permitted Liens) covering any of the Collateral, except (i) as set forth on Schedule 1, (ii) as may have been or may hereafter be granted to the Secured Party, (iii) liens granted to secure purchase money financing for subsequent purchases of personal property or equipment, to be secured solely by the purchased items and the proceeds therefrom or (iv) liens that are junior in priority to the lien granted to the Grantor hereunder, and except as permitted by the foregoing clauses (i), (ii), (iii) and (iv), and subject to the Grantor's rights under the Code, the Grantor further agrees that it will keep the Collateral free from any lien, attachment, security interest, sequestration, encumbrance, or any other legal or equitable process, or any encumbrance of any kind or character (other than Permitted Liens), except (x) as may be granted to the Secured Party, or (y) of which the Secured Party has actual knowledge and to which it otherwise consents in writing;

c. until the termination of this Agreement, the Grantor shall use commercially reasonable efforts to preserve the Collateral in accordance with industry standards;

d. during the continuation of any Event of Default, upon request of the Secured Party, the Grantor shall promptly at its expense: (i) deliver to the Secured Party, with appropriate endorsement or assignment, all Instruments, Chattel Paper, monies, checks, notes, drafts and other evidence of indebtedness, or other property in the nature of items of payment representing proceeds of any of the Collateral, or arising from an Account which are then in, or may thereafter come into, the Grantor's possession; provided, however, that proceeds from the sale of property which has been replaced by new property of value equal to or greater than the value of the replaced property when new may be retained by the Grantor; and (ii) direct all parties obligated on any of the Collateral to make all payments due or to become due thereon directly to the Secured Party or to such other person or officer as may be specified by the Secured Party;

e. the Grantor shall perform, upon the Secured Party's reasonable written request and at the Secured Party's sole expense, any and all steps necessary to obtain, preserve, perfect, defend and enforce the security interest in the Collateral and to preserve, defend, enforce and collect the Collateral;

f. until the termination of this Agreement, none of the Collateral shall be removed from its present location or disposed of by the Grantor without the prior written consent of the Secured Party, except in the ordinary course of Grantor's business;

g. the Grantor shall bear the risk of loss to the extent of any deficiency in any effective insurance coverage with respect to loss or damage to the Collateral or otherwise with respect to any of the Collateral;

h. the Grantor will promptly notify the Secured Party following any change in the Grantor's principal place of business or chief executive office, or if any Event of Default (as defined in Section 6) occurs; and

i. the Grantor will not use the Collateral illegally and, whenever any of the Collateral includes obligations of third parties to the Grantor, such Collateral shall conform in all respects to the applicable requirements of any state or federal consumer credit law

6. **Events of Default.** The Grantor shall be in default under this Agreement (an "**Event of Default**") upon the occurrence of any Event of Default under the Note (as such term is defined in the Note), subject to the cure period set forth in Section 9.16 of the Note, if applicable.

7. **The Secured Party's Rights and Remedies.**

a. The Secured Party may, upon the occurrence of an Event of Default which is continuing and to the extent permitted by applicable law:

i. require the Grantor to deposit in a special account at a bank to be designated by the Secured Party in the name of the Secured Party and styled "Collateral Account" any and all payments received by the Grantor with respect to the Collateral. Effective upon the transfer of such payments during the continuance of an Event of Default, funds in such account are hereby assigned to the Secured Party and shall be impressed with the lien hereof to secure the Secured Obligations;

ii. at the sole option of the Secured Party, discharge taxes, liens and interest, perform or cause to be performed, for and on behalf of the Grantor, any actions and conditions, obligations or covenants which the Grantor has failed or refused to perform, and may pay for the repair, maintenance or preservation of any of the Collateral, and may do all other things deemed necessary by the Secured Party to perfect the security interest granted hereby and to preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, and may exercise all rights of the Grantor in the Collateral, and the Grantor hereby appoints the Secured Party its attorney-in-fact for such purposes, and all reasonable and documented sums expended by the Secured Party therefor, including, but not limited to, reasonable attorneys' fees, court costs, agents' fees or commissions, or any other costs or expenses, shall become a part of the Secured Obligations, shall bear interest from the date of payment at the interest rate set forth in the Note and shall be payable at the place designated for payment of the Secured Obligations and shall be secured by this Security Agreement; and

iii. in its sole discretion: require the Grantor to give possession or control of the Grantor's Collateral to the Secured Party; endorse as the Grantor's agent any instruments, documents, or accounts relating to the Collateral; contact the Grantor directly to verify accounts; notify the Grantor and any other parties liable under the Collateral to make payment directly to the Secured Party; take control of the Collateral or proceeds thereof, including, without limitation, stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Secured Obligations; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization,



recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms as the Secured Party may determine; and require the Grantor to use its reasonable best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of the Grantor or such issuer.

b. The Secured Party may, upon the occurrence of an Event of Default which is continuing and to the extent permitted by applicable law, at its option, upon written notice to the Grantor, in addition to the rights and remedies provided in Section 7(a), without demand, presentment, or any other notice except as set forth herein (which are fully waived):

i. declare the entire unpaid balance of the principal of the Secured Obligations to be in default and immediately due and payable, together with all accrued and unpaid interest thereon, reasonable and documented attorneys' fees and all other collection charges;

ii. in addition to the rights and remedies provided in this Agreement, or in any other agreement, instrument or undertaking executed by the Grantor, invoke the rights and remedies of a secured party under the Code and any and all other laws; and

iii. take possession and dispose of all or any portion of the Collateral, at public or private sale, as a unit or in parcels, upon any terms and prices and in any order, free from any claim or right of any kind including any equity of redemption of the Grantor, ANY SUCH DEMAND, RIGHT OR EQUITY BEING EXPRESSLY WAIVED AND RELEASED; and for such purpose the Secured Party may enter upon, occupy and use Grantor's premises, and may maintain all or any part of the Collateral on the Grantor's premises for such period of time as may be reasonably necessary without any charge whatsoever. Any disposition of the Collateral by the Secured Party following such Event of Default may be made by way of one or more contracts and at any such disposition it shall not be necessary to exhibit the Collateral.

c. In addition:

i. the Secured Party shall not be liable for any act or omission on the part of the Secured Party, its officers, agents, or employees, except for gross negligence or willful misconduct, (1) by reason of any entry into or taking possession of all or any of the Collateral, to account as a mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or (2) for any failure to (x) exercise or exhaust any of its rights and remedies, (y) take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral, or (z) protect the Collateral from depreciating in value or becoming worthless.

ii. all rights and remedies of the Secured Party hereunder are cumulative and may be exercised singularly or concurrently. The exercise of any right or remedy will not be a waiver of any other;

iii. the rights, titles, interests, liens and securities of the Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests or liens which the Secured Party may now or at any time hereafter hold securing the payment of the Secured Obligations, or any part thereof;

iv. following an Event of Default that is continuing, the Secured Party is hereby expressly authorized to apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and the Grantor hereby expressly consents to any such appointment; and

v. following an Event of Default that is continuing, the Secured Party shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by the Secured Party with respect to any of the Collateral, first to the payment of all its reasonable expenses, including attorneys' fees and legal expenses, incurred in holding and preparing the Collateral, or any part thereof, for sale or other disposition, in arranging for such sale or other disposition, and in actually selling the same, and next toward payment of the balance of the Secured Obligations in such order and manner as the Secured Party in its sole discretion may deem advisable. If the proceeds are not sufficient to pay the Secured Obligations in full, the Grantor shall remain liable for any deficiency.

## 8. **Miscellaneous.**

a. This Agreement shall be governed by the internal law of the State of Delaware without regard to any conflicts of laws provisions that would require the application of the laws of any other state. The Grantor and the Secured Party each (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware, for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state and federal courts in the State of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each party hereto will bear its own costs in respect of any disputes arising under this Agreement.

b. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE NOTE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY

DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

c. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, representatives, administrators, successors and assigns.

d. Any notice of sale, disposition or other action by the Secured Party required by the Code and sent to the Grantor, at least ten (10) days prior to such action, shall constitute reasonable notice to the Grantor. Any notice herein required or permitted to be given shall be in writing and delivered personally, via overnight priority U.S. mail or a nationally recognized overnight courier, and deemed delivered the first (1<sup>st</sup>) business day following the date of mailing if not personally delivered:

*If to Grantor:* Dos Hombres, LLC  
15821 Ventura Blvd.,  
Suite 500  
Los Angeles, CA 91436  
Attention: Michael Szewczyk

*If to the Secured Party:* At the address indicated for the Secured Party on the signature page of this Agreement.

e. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

f. Any term of this Agreement may be amended, terminated or waived only with the written consent of the parties hereto.

g. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

h. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. This Agreement and any exhibits or other documents referred to herein, including, without limitation, the Note, constitute the complete understanding of the parties with respect to the subject matter referred to herein and shall supersede all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Security Agreement. Each of the parties hereto understands that in the event of any subsequent litigation, controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, neither shall be permitted to offer or introduce any oral evidence concerning any oral promises or oral agreements between the parties relating to the subject matter of this Security Agreement not included or referred to herein and not reflected by a writing signed by the Secured Party.

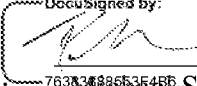
j. Upon the payment in full in cash of all Secured Obligations (other than the obligations that are intended to survive the termination of the Note) or the conversion of the Note into equity securities of Grantor pursuant to the terms of the Note, this Agreement and the security interest and all other rights granted hereby shall automatically terminate and all rights to the Collateral shall revert to Grantor without any further action of the Secured Party. Upon any such termination, the Secured Party shall authorize Grantor to file any UCC-3 or other termination statements to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Grantor. Furthermore, the Secured Party shall, upon Grantor's written direction and at Secured Party's sole expense, execute and deliver to Grantor such documents (including UCC-3 termination statements) as Grantor may reasonably request to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Grantor.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have duly executed this Security Agreement on the date first written above.

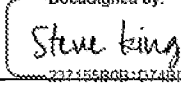
**GRANTOR:**

DOS HOMBRES, LLC

By:   
Name: Michael Szewczyk  
Title: Chief Executive Officer

**SECURED PARTY:**

CBV VENTURES LLC

By:   
Name: Steven King  
Title: Vice President

Address: CBV Ventures LLC  
c/o Constellation Brands, Inc.  
207 High Point Drive, Building 100  
Victor, New York 14564  
Attention: General Counsel

**SCHEDULE 1**  
**PERMITTED OTHER LIENS AND ENCUMBRANCES**

**SCHEDULE 2****LOCATIONS OF COLLATERAL**

<b>Street and Mailing Address</b>	<b>County</b>	<b>Owned, Leased or Third Party</b>	<b>Name and Address of Lessor or Third Party, as Applicable</b>
2220 91st Street, North Bergen, NJ 07047	USA	Third Party	Western Carriers/MHW LTD
875 Hanna Drive, American Canyon, CA 94503	USA	Third Party	Western Wine Services/MHW LTD
Paraje Yiuguche  Carretera a Santa Ana sin numero, San Luis del Rio, Tlacolula de Matamoros, Oaxaca 70405	Mexico	Third Party	Gregorio Velasco Luis
Paraje Guiy Shiss  Carretera a Santa Ana sin numero, San Luis del Rio, Tlacolula de Matamoros, Oaxaca 70405	Mexico	Third Party	Gregorio Velasco Luis
Maguey Azul S/N Lotes 2A y 2B, Tlacolula de Matamoros, Oaxaca 70400	Mexico	Third Party	Gregorio Velasco Luis
Prolongación de Pinos Número 110 Colonia Eucaliptos, Pueblo Nuevo, Oaxaca 68274	Mexico	Third Party	Sonia Mendez Virgen