

05-11-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
4 13 / 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

4 13 / 00

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/10/2000 JSHABAZZ 00000297 75762565  
01 FC:481 40.00 OP  
02 FC:482 673.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

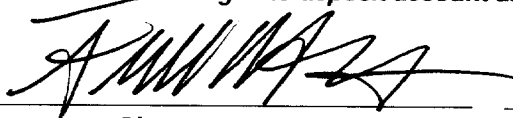
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frank S. Hamblett



4/13/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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1963365	1898269	<input type="text"/>
2044716	1852036	<input type="text"/>
2042366	2036691	<input type="text"/>
1998680	1976647	<input type="text"/>
1991746	1976648	<input type="text"/>
1944681	<input type="text"/>	<input type="text"/>
1921127	<input type="text"/>	<input type="text"/>

# BORROWER SECURITY AGREEMENT (TRADEMARKS)

## Schedule 1

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration or Filing, if not yet Registered</u>
1. Expeditions	75293908	2172736	7/14/98
2. Vintage Impressions Plus	75352804	2248267	5/25/99
3. Mira Luna	74711391	2089724	8/19/97
4. International Beer & Ale Society	74681615	1979058	6/4/96
5. Lapis Lazuli Winery & Vineyards	74666569	1982292	6/25/96
6. St. Carolyne Winery	74666567	1963367	3/19/96
7. San Valencia Winery	74666566	1963366	3/19/96
8. Mariel Winery	74666565	1965541	4/2/96
9. Jack Canyon Cellars	74666564	1966801	4/9/96
10. Amsbury Winery	74666563	1963365	3/19/96
11. Bryan Woods Winery	74666561	2044716	3/11/97
12. Mischler Estates	74666560	2042366	3/4/97
13. Devina Estates	74565571	1998680	9/3/96

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration or Filing, if not yet Registered</u></b>
14. Domaine Paul	74531643	1991746	8/6/96
15. Geerlings & Wade Personal Wine Service	74519237	1944681	12/26/95
16. Hamilton Estates	74471190	1921127	9/49/95
17. J. Krant Cellars	74413296	1898269	6/6/95
18. Glass Ridge	74395639	1852036	8/30/94
19. Alazar Winery	74737231	2036691	2/11/97
20. Brava Terra	75762565	N/A	7/28/99
21. Winefirst.com	75748925	N/A	7/13/99
22. Bestwinebuys. com	75624887	N/A	1/21/99
23. Vintage Rewards	75448811	N/A	3/12/98
24. Red Brick Cellars	74666562	N/A	4/26/95
25. WineBins. com	75711555	N/A	5/21/99
26. WineBins.com Wine Redefined	75711554	N/A	5/21/99
27. Passport Wine Club	74690492	1976647	5/28/96
28. Passport Wine Club	74690493	1976648	5/28/96

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**BORROWER SECURITY AGREEMENT (TRADEMARKS)**

This BORROWER SECURITY AGREEMENT (TRADEMARKS) (this "**Agreement**") is made as of April 13, 2000, by and between GEERLINGS & WADE, INC., a Massachusetts corporation (the "**Borrower**") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts savings bank (the "**Lender**").

All capitalized terms not defined herein but defined in the Borrower Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Borrower Security Agreement-All Assets**") by and between the Borrower and the Lender, shall have the meanings given to such terms in the Borrower Security Agreement-All Assets.

**Preliminary Statements:**

WHEREAS, the Borrower has requested that the Lender enter into the Credit Agreement and make certain Extensions of Credit to or for the benefit of the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Extensions of Credit to or for the benefit of the Borrower, and as a supplement to the Borrower Security Agreement-All Assets, the Lender has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Extensions of Credit to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Borrower Security Agreement-All Assets.
2. The Borrower and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Borrower Security Agreement-All Assets.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

GEERLINGS & WADE, INC.

[Signature]  
Name:

By: [Signature]  
Name: DAVID R. PEARCE  
Title: PRESIDENT  
Its duly authorized officer

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Michael T. Bulman, Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April \_\_, 2000

Then personally appeared the above-named DAVID R. PEARCE as President of Geerlings & Wade, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Geerlings & Wade, Inc., before me.

[Signature]  
Notary Public  
My commission expires: 12/1/00  
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April \_\_, 2000

Then personally appeared the above-named Michael T. Bulman as Senior Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

\_\_\_\_\_  
Notary Public  
My commission expires:  
[AFFIX NOTARIAL SEAL]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

GEERLINGS & WADE, INC.

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Its duly authorized officer

WITNESS:

CITIZENS BANK OF MASSACHUSETTS

Name: \_\_\_\_\_

By:  \_\_\_\_\_

Michael T. Bulman, Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April \_\_, 2000

Then personally appeared the above-named \_\_\_\_\_ as \_\_\_\_\_ of Geerlings & Wade, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Geerlings & Wade, Inc., before me.

\_\_\_\_\_  
Notary Public

My commission expires:

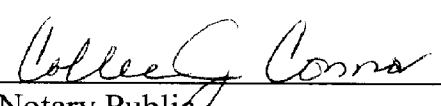
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 12, 2000

Then personally appeared the above-named Michael T. Bulman as Senior Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Citizens Bank of Massachusetts, before me.

  
\_\_\_\_\_  
Notary Public

My commission expires: 8/12/2004

[AFFIX NOTARIAL SEAL]