

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Duckhorn Wine Company		10/09/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 North LaSalle Street, Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77227246	PARAJAXX
Registration Number:	2560002	
Registration Number:	2309011	DUCKHORN VINEYARDS
Registration Number:	2239619	GOLDENEYE
Registration Number:	1380695	DUCKHORN VINEYARDS
Registration Number:	2307372	
Registration Number:	2594483	CANDLESTICK RIDGE
Registration Number:	2484351	
Registration Number:	2344817	PARADUXX
Registration Number:	1647605	DECOY
Registration Number:	2652395	GOLDENEYE
Registration Number:	2522996	PARADUXX BUFFLEHEADS
Registration Number:	2567653	RECTOR CREEK
Registration Number:	2426055	PARADUXX MALLARDS

TRADEMARK

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REEL: 003641 FRAME: 0035

OP \$590.00 77227246

Registration Number:	2313396	
Registration Number:	2116362	MIGRATION
Registration Number:	2689807	DUCKHORN
Registration Number:	2426054	PARADUXX WOOD DUCKS
Registration Number:	2313395	DECOY
Registration Number:	2601319	CONFLUENCE
Registration Number:	2972765	CANVASBACK
Registration Number:	2137930	PARADUXX
Registration Number:	2278480	KING EIDER

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson c/o Goldberg Kohn

Address Line 1: 55 E. Monroe St., Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.163
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	10/16/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 9th day of October, 2007, by Duckhorn Wine Company, a California corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Heritage Wine Acquisition, LLC, a Delaware limited liability company ("Borrower"), and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to a certain Guaranty dated the date hereof by and among Grantor, Heritage Wine, LLC, a Delaware limited liability company and Grantee ("Guaranty"), Grantor has agreed to guarantee all of the Borrower's Obligations;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and to secure the payment of all of the Borrower's Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. GOVERNING LAW; SUBMISSION TO JURISDICTION.

THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO GRANTEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

DUCKHORN WINE COMPANY

By Alex Ry-
Its President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Its _____

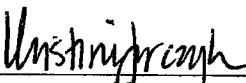
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DUCKHORN WINE COMPANY

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By 
Its Kristine Jurczyk
Vice President

SCHEDULE 1**TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER / DATE	GOODS
Design Only	2560002; April 7, 2000	Class 33: Wines
Duckhorn Vineyards	2309011; January 18, 2000	Class 21: Corkscrews
Goldeneye	2239619; April 13, 1999	Class 33: Wines
Duckhorn Vineyards	1380695; January 28, 1986	Class 33: Wines
Design Only	2307372; January 11, 2000	Class 20: Wooden boxes Class 25: Baseball caps and shirts, namely polo, denim long-sleeved and button-down shirts
Candlestick Ridge	2594483; July 16, 2002	Class 33: Wines
Design Only	2484351; September 4, 2001	Class 33: Wine and Vermouth
Paraduxx	2344817; April 25, 2000	Class 20: Wooden Boxes Class 25: Polo Shirts
Decoy	1647605; September 1, 2001	Class 33: Wines
Goldeneye	2652395; November 19, 2002	Class 33: Wines
Paraduxx Buffleheads	2522996; December 25, 2001	Class 33: Wines
Rector Creek	2567653; May 7, 2002	Class 33: Wines
Paraduxx Mallards	2426055; February 6, 2001	Class 33: Wines
Design Only	2313396; February 1, 2000	Class 33: Wines
Migration	2116362; November 25, 1997	Class 33: Wines
Duckhorn	2689807; February 25, 2003	Class 33: Wines
Paraduxx Wood Ducks	2426054; February 6, 2001	Class 33: Wines
Decoy	2313395; February 1, 2000	Class 33: Wines
Confluence	2601319; July 30, 2002	Class 33: Wines
Canvasback	2972765; July 19, 2005	Class 33: Wines
Paraduxx	2137930; February 17, 1998	Class 33: Wines
King Eider	2278480; September 14, 1999	Class 33: Vermouths and Wines

TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NUMBER / DATE	GOODS
Parajaxx	77-227246; July 1, 2007	Class 33: Wines