

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Renwood Winery, Inc.		08/03/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ren Acquisition, Inc.
Street Address:	16 Shorecliff Place
City:	Great Neck
State/Country:	NEW YORK
Postal Code:	11023
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85019658	RENWOOD
Serial Number:	85019755	RENWOOD WINERY
Serial Number:	85019856	
Serial Number:	77624809	GREEN FRIENDLY
Serial Number:	77161177	SATYRICON
Serial Number:	76458551	DEDICATED TO THE ART
Serial Number:	76430058	GRANDPÈRE VINEYARD
Serial Number:	76371848	AMADOR ICE
Serial Number:	76039491	SANTINO
Serial Number:	75101249	GRANDPERE
Serial Number:	75071900	GRANDMERE

CORRESPONDENCE DATA

Fax Number: (214)969-4343
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900200795

TRADEMARK
REEL: 004612 FRAME: 0588

CH \$290.00 85019658

Phone: 2149694390
Email: aashley@akingump.com
Correspondent Name: April Ashley
Address Line 1: 1700 Pacific Avenue
Address Line 2: Suite 4100
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	012352.0090
NAME OF SUBMITTER:	April M Ashley
Signature:	/ama/
Date:	08/26/2011

Total Attachments: 131

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated August 3, 2011 (this "*Agreement*"), is by and between Renwood Winery, Inc., a California corporation (the "*Assignor*"), having its principal office at 12225 Steiner Road, Plymouth, CA 95669, and Ren Acquisition, Inc., a California corporation (the "*Assignee*"), having its principal office at 16 Shorecliff Place, Great Neck, NY 11023.

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 1, 2011 (the "*Asset Purchase Agreement*"), pursuant to which Assignee has agreed to purchase specified assets of Assignor.

B. Pursuant to the Asset Purchase Agreement, Assignor has agreed to assign certain Intellectual Property (as such term is defined in the Asset Purchase Agreement) to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth therein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Undefined capitalized terms herein are defined in the Asset Purchase Agreement.
2. **Assignment.** Assignor hereby assigns, sells, transfers, and sets over (collectively, the "*Assignment*") to Assignee all of Assignor's legal, beneficial, and other right, title, benefit, privileges, and interest in and to the Intellectual Property, together with the goodwill of any business symbolized thereby, in accordance with the terms and conditions of the Asset Purchase Agreement, including the following rights in connection with the Intellectual Property:
 - a. The right to bring an action at law or in equity for the infringement of such Intellectual Property occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom, if any; and
 - b. The right to obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations, or similar legal protections related thereto pertaining to the Intellectual Property, if any.
3. **Terms of Asset Purchase Agreement.** Nothing contained herein will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not

otherwise created or existing under or pursuant to the Asset Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement will govern.

4. **Governing Law.** This Agreement and the obligations of the parties hereunder will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of Law principles that may require the application of any other laws.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. **Further Assurances.** Each party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

7. **Expenses.** Except as otherwise expressly provided in the Asset Purchase Agreement, the Assignor and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

8. **Successors and Assigns.** All of the terms, agreements, covenants, and conditions of this Agreement will be binding upon, and inure to the benefit of and are enforceable by, the parties hereto and their respective successors and, to the extent of any assignment permitted under the following sentence, their respective permitted assigns. No party hereto may assign either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of Assignee and Assignor; provided, however, that (a) Assignee may assign any or all of its rights and interests hereunder to one or more of its Affiliates and (b) Assignee may designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Assignee nonetheless will remain responsible for the performance of all of its obligations hereunder).

9. **Third Parties.** Noting in this Agreement is intended by the parties to expand the rights or remedies of any third party against Assignee or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignee not consummated the transactions contemplated by the Asset Purchase Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignee or Assignor, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder; and Assignee or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand (except as aforesaid).

10. **Amendments and Waivers.** No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and Assignor.

11. **Headings.** The article and section headings contained in this Assignment are inserted for convenience only and will not affect in any way the meaning or interpretation of this Assignment.

[Signature Page Follows]

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

RENWOOD WINERY, INC.

By: 

Name: Winston Mar

Title: Receiver

REN ACQUISITION, INC.

By: _____

Name: Victor Josebachvili

Title: Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 004612 FRAME: 0595

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

RENWOOD WINERY, INC.

By: _____

Name: Winston Mar

Title: Receiver

REN ACQUISITION, INC.

By: _____


Name: Victor Josebachvili

Title: Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 004612 FRAME: 0596

CLOSING BINDER

ASSET PURCHASE AGREEMENT

DATED

JULY 1, 2011

BY AND BETWEEN

RENWOOD WINERY, INC.

AND

REN ACQUISITION, INC.

Certain Parties

“Bank”	Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A., New York Branch
“Buyer”	Ren Acquisition, Inc., a California corporation
“Deutsch”	W.J. Deutsch & Sons, Ltd.
“Escrow Agent”	U.S. Bank, N.A.
“Receiver”	Winston Mar, in his capacity as Receiver under the Receivership Proceedings
“Smerling”	Robert I. Smerling and Mark J. Grosby, Trustee of the Newport Seashore Trust, a Vermont Trust formed for the benefit of Robert I. Smerling
“Seller”	Renwood Winery, Inc., a California corporation
“Trustee”	David Flemmer, as trustee of Renwood Group, Inc. in the Bankruptcy Proceedings

Counsel

“AG”	Akin Gump Strauss Hauer & Feld LLP (Buyer’s Counsel)
“HSM”	Hefner, Stark & Marois LLP (Receiver’s Counsel)
“LBBS”	Lewis Brisbois Bisgaard & Smith LLP (Smerling’s Counsel)
“OHS”	Orrick, Herrington & Sutcliffe LLP (Deutsch’s Counsel)
“WS”	Winston & Strawn, LLP (Bank’s Counsel)

Capitalized terms used but not otherwise defined herein have the respective meanings given in the APA.

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated July 1, 2011 (this "**Agreement**"), is by and between Ren Acquisition, Inc., a California corporation ("**Buyer**"), and Renwood Winery, Inc., a California corporation ("**Seller**" and together with Buyer, the "**Parties**").

RECITALS

A. Seller is engaged in the business of producing and distributing wine under several trade names, including "Renwood" and "Renwood Winery" (the "**Business**").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of the assets Seller uses in operating the Business, all on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

"**Accounting Firm**" has the meaning set forth in Section 5.10(b).

"**Action**" means any action, appeal, petition, plea, charge, complaint, claim, suit, demand, litigation, arbitration, mediation, hearing, inquiry, investigation or similar event, occurrence, or proceeding.

"**Affiliate**" with respect to a specified Person means any other Person who, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the specified Person.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Ancillary Agreements**" means the Bill of Sale, the Assignment Agreement, the IP Assignment Agreement, the Deposit Escrow Agreement, the Indemnification Escrow Agreement, the Operating Agreement and each other Contract or writing executed or delivered in connection with any Transaction Document.

"**Assigned Contract Rights**" has the meaning set forth in Section 2.1(a).

"**Assignment Agreement**" means the Assignment and Assumption Agreement executed by Buyer and Seller, in the form of Exhibit A attached hereto.

"**Assumed Contracts**" has the meaning set forth in Section 2.2(a).

“**Assumed Liabilities**” has the meaning set forth in Section 2.2(a).

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Eastern District of California, Sacramento Division.

“**Bankruptcy Proceedings**” means Case No. 09-42014-D-11, the proceedings in the Bankruptcy Court related to the Chapter 11 bankruptcy of Renwood Group, Inc., Seller’s majority stockholder.

“**Bill of Sale**” means the Bill of Sale and Assignment of Contract Rights executed by Buyer and Seller, in the form of Exhibit B attached hereto.

“**Breach**” means (a) any breach, inaccuracy, failure to perform, failure to comply, conflict with, failure to notify, default, or violation or (b) any other act, omission, event, occurrence or condition the existence of which would (i) permit any Person to accelerate any obligation or terminate, cancel, or modify any right or obligation or (ii) require the payment of money or other consideration.

“**Break Up Amount**” means THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).

“**Business**” has the meaning set forth in the Recitals to this Agreement.

“**Business Day**” means any day other than Saturday, Sunday or a holiday recognized by the State of California.

“**Buyer**” has the meaning set forth in the preamble to this Agreement.

“**Buyer Offer**” has the meaning given in Section 5.7(b).

“**Cash**” means cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

“**Ceiling**” has the meaning given in Section 6.5(a).

“**Chargeback**” means any amount owed by Seller to any distributor as a result of any business arrangement between Seller and any such distributor.

“**Chargeback Period**” means the three (3) month period following the Closing Date.

“**Claim Threshold**” has the meaning given in Section 6.5(b).

“**Closing**” means the closing of the purchase and sale of the Purchased Assets.

“**Closing Date**” has the meaning set forth in Section 2.3.

“**Closing Inventory Date**” has the meaning set forth in Section 2.4(b).

“**Code**” means the Internal Revenue Code of 1986.

“**Confidential Information**” has the meaning set forth in Section 5.2.

“**Consent**” means any consent, approval, notification, waiver or similar action.

“**Consent Agreement**” means that certain Consent Agreement re Sale of Assets and Distribution of Proceeds dated May 20, 2011, by and among Rabobank, W.J. Deutsch & Sons, Ltd., Robert I. Smerling, Mark J. Grosby, Trustee of the Newport Seashore Trust, a Vermont Trust formed for the benefit of Robert I. Smerling, Winston Mar, as Receiver in the Receivership Proceedings and David Flemmer, as chapter 11 trustee in the Renwood Group, Inc. bankruptcy case.

“**Contract**” means any contract, agreement, arrangement, commitment, letter of intent, promise, obligation, right, instrument, document or similar understanding (whether written or oral), including leases, subleases and rights thereunder.

“**Damages**” means all losses (including diminution in value), damages and other costs and expenses of any kind or nature whatsoever, whether known or unknown, contingent or vested, matured or unmatured, and whether or not resulting from third-party claims, including costs (including reasonable fees and expenses of attorneys, other professional advisors and expert witnesses and the allocable portion of the relevant Person’s internal costs) of investigation, preparation and litigation in connection with any Action or threatened Action.

“**Deposit Amount**” means SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00).

“**Deposit Escrow Account**” means the account in which the Deposit Amount is held, in accordance with the terms of the Deposit Escrow Agreement.

“**Deposit Escrow Agreement**” means the escrow agreement among Buyer, Seller and Escrow Agent relating to the Deposit Amount, in substantially the form of Exhibit C.

“**Earn Out Calculation**” has the meaning set forth in Section 5.10(a).

“**Earn Out Dispute Notice**” has the meaning set forth in Section 5.10(b).

“**Encumbrance**” means any Order, Security Interest, Contract, easement, covenant, community property interest, equitable interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“**Escrow Agent**” means U.S. Bank National Association, Corporate Trust Services, One California Street, Suite 1000, San Francisco, CA 94111, Telephone No.: (415) 273-4512, Facsimile No.: (415) 273-4590, Attention: Alan Maravilla, Email: alan.maravilla@usbank.com.

“**Excluded Assets**” has the meaning set forth in Section 2.1(b).

“Excluded Contracts” means all contracts of Seller other than the Assumed Contracts.

“Excluded Liabilities” has the meaning set forth in Section 2.2(b).

“Execution Date” means the date on which this Agreement is fully executed.

“Final Order” has the meaning given in Section 2.6(a)(ix).

“Governmental Body” means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority.

“Indemnification Escrow Amount” means One Million Dollars (\$1,000,000.00).

“Indemnification Claim” has the meaning set forth in Section 6.4.

“Indemnification Escrow Account” means the account in which the Indemnification Escrow Amount is held, in accordance with the Indemnification Escrow Agreement.

“Indemnification Escrow Agreement” means the escrow agreement among Buyer, Seller and Escrow Agent relating to the Indemnification Escrow Amount, in substantially the form of Exhibit D.

“Indemnified Party” has the meaning set forth in Section 6.4.

“Indemnitor” has the meaning set forth in Section 6.4.

“Intellectual Property” means any rights, licenses, charges, Encumbrances, equities and other claims that any Person may have to claim ownership, authorship or invention of, to use, to object to or prevent the modification of or to withdraw from circulation or control the publication or distribution of, any: (a) copyrights in both published works and unpublished works, (b) fictitious business names, trading names, corporate names, registered and unregistered trademarks, service marks and applications, (c) any (i) patents and patent applications and (ii) business methods, inventions and discoveries that may be patentable, (d) computer software or middleware, and (e) know-how, trade secrets, confidential information, customer lists, software (source code and object code), technical information, data, process technology, plans, drawings and blue prints.

“Inventory” has the meaning set forth in Section 2.1(a).

“IP Assignment Agreement” means the Intellectual Property Assignment Agreement executed by Buyer and Seller, in the form of Exhibit E attached hereto.

“Knowledge” of a particular fact or matter means, in the case of an individual, that such individual is actually aware of such fact or matter. A Person other than an individual will be deemed to have “Knowledge” of a particular fact or other matter if (i) any individual who is

serving, or who has at any time served, as a director, manager, officer, partner, member, executor, trustee, receiver, or similar position of such Person or a subsidiary of such Person (or in each case any similar capacity) or (ii) any employee who is charged with or who has at any time been charged with, responsibility for a particular area of the operations of such Person or its subsidiaries (i.e. an employee in the environmental section with respect to knowledge of environmental matters), has, or at any time had, Knowledge of such fact or other matter.

“**Law**” means any law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation, executive order, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended and now and hereinafter in effect.

“**Liability**” means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, matured or unmatured, conditional or unconditional, latent or patent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

“**Material Adverse Effect**” means a change or effect in condition (financial or otherwise), properties, assets, Liabilities, rights, obligations, operations, business, or prospects which change or effect, individually or in the aggregate, is materially adverse to such condition, properties, assets, Liabilities, rights, obligations, operations, business, or prospects.

“**Net Sales**” means, for the specified period, all sales by Buyer less any returns, chargebacks, uncollectable receivables or similar items that deprive Buyer of the value of the underlying sale transaction and net of any sales commissions paid to non-employees.

“**Operating Agreement**” means an agreement in a form mutually acceptable to Buyer and Seller, pursuant to which Seller agrees to conduct the Business in accordance with applicable Laws and its undertakings in this Agreement following the Closing and pending Buyer’s receipt of the licenses and permits necessary to operate the Business.

“**Order**” means any order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction, or other similar determination or finding by, before, or under the supervision of any Governmental Body, arbitrator, or mediator.

“**Ordinary Course of Business**” means the ordinary course of business consistent with past custom and practice (including with respect to quantity, quality and frequency) of the relevant Person.

“**Organizational Documents**” means the articles of incorporation, certificate of incorporation, certificate of formation, charter, bylaws, articles of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement, and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of a Person, including any amendments thereto.

“**Original Inventory Value**” means FIVE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$5,650,000.00).

“**Parties**” has the meaning set forth in the preamble to this Agreement.

“**Permits**” means any permit, license, certificate, approval, consent, notice, waiver, franchise, registration, filing, accreditation, or other similar authorization required by any Law, Governmental Body or Contract.

“**Person**” means any individual, partnership, limited liability company, corporation, association, joint stock company, trust, entity, joint venture, labor organization, unincorporated organization, or Governmental Body.

“**Purchase Price**” has the meaning set forth in Section 2.4.

“**Purchase Price Adjustment**” has the meaning set forth in Section 2.5.

“**Purchased Assets**” has the meaning set forth in Section 2.1.

“**Rabobank**” means Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A., New York Branch.

“**Receivables**” means all receivables of Seller, including all Contracts in transit, manufacturer’s warranty receivables, notes receivable, accounts receivable, trade account receivables and insurance proceeds receivables.

“**Receiver**” means Winston Mar of CRG Partners Group LLC, or his successor as appointed receiver in the Receivership Proceedings.

“**Receivership Date**” means the date on which the Receiver was appointed by the Bankruptcy Court in the Receivership Proceedings.

“**Receivership Proceedings**” means the adversary proceeding entitled David Flemmer v. Renwood Winery, Inc., adversary no. 10-02570, pending in the Bankruptcy Court.

“**Resolution Period**” has the meaning given in Section 5.10(b).

“**Sale Motion**” has the meaning set forth in Section 5.7(c).

“**Schedules**” means the Schedules to this Agreement.

“**Security Interest**” means any security interest, deed of trust, mortgage, pledge, lien, charge, claim, or other similar interest or right, except for (i) liens for taxes, assessments, governmental charges, or claims that are being contested in good faith by appropriate Actions promptly instituted and diligently conducted and only to the extent that a reserve or other appropriate provision, if any, has been made on the face of the Financial Statements in an amount equal to the Liability for which the lien is asserted, (ii) statutory liens of landlords and warehousemen’s, carriers’, mechanics’, suppliers’, materialmen’s, repairmen’s, or other like liens (including Contractual landlords’ liens) arising in the Ordinary Course of Business and with respect to amounts not yet delinquent and being contested in good faith by appropriate proceedings, only to the extent that a reserve or other appropriate provision, if any, has been

made on the face of the Financial Statements in an amount equal to the Liability for which the lien is asserted; and (iii) liens incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance and other similar types of social security.

“**Seller**” has the meaning set forth in the preamble to this Agreement.

“**Smerling Agreement**” means the Settlement and Release Agreement among the Receiver, Mark J. Grosby, Trustee of the Newport Seashore Trust, a Vermont Trust formed for the benefit of Robert I. Smerling, and Robert I. Smerling, modified as contemplated by the Consent Agreement.

“**Smerling Parties**” means Robert I. Smerling and Mark J. Grosby, Trustee of the Newport Seashore Trust, a Vermont Trust formed for the benefit of Robert I. Smerling.

“**Survival Period**” has the meaning given in Section 6.1.

“**Tax Clearance Certificate**” means a certificate of status from the State of California Franchise Tax Board indicating that Seller is in good standing.

“**Taxes**” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, occupation, customs, ad valorem, duties, franchise, withholding, social security, unemployment, real property, personal property, sales, use, transfer, registration, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

“**Termination Date**” has the meaning set forth in Section 2.7.

“**Transaction Documents**” means this Agreement and the Ancillary Agreements and any amendment or supplement thereto.

“**Transactions**” means: (a) the sale of the Purchased Assets by Seller to Buyer, Buyer's assumption of the Assumed Liabilities and Buyer's delivery of the Purchase Price therefor; (b) the execution, delivery, and performance of all of the documents, instruments, and agreements to be executed, delivered, and performed in connection herewith including each Ancillary Agreement; and (c) the performance by Buyer and Seller of their respective covenants and obligations (pre- and post-Closing) under this Agreement.

“**Vendor Deposits**” means the cash deposits with (i) Cameo Crafts in the amount of \$17,212.50 and (ii) World Wine Bottles in the amount of \$47,000.00, in each case to be made in Seller's name and for Seller's account prior to Closing.

“**Wine Inventory**” has the meaning set forth in Section 2.4(b).

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets.

(a) Purchased Assets. Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to transfer and deliver to Buyer, all right, title and interest in and to all of Seller's: (i) machinery and equipment listed on Schedule 2.1(a)(i); (ii) inventories related to the Business and listed on Schedule 2.1(a)(ii), including the Wine Inventory, raw materials, supplies, goods in process and finished goods (collectively, the "***Inventory***"); (iii) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the Laws of all jurisdictions including, without limitation, the Intellectual Property listed on Schedule 2.1(a)(iii); (iv) with respect to any Contracts of or benefiting Seller and listed on Schedule 2.1(a)(iv), all rights and benefits under or arising out of such Contracts (the "***Assigned Contract Rights***"); (v) retail customer and wine club lists; (vi) to the extent assignable, Permits and similar rights obtained or applied for by or on behalf of Seller from any Governmental Body; (vii) the Vendor Deposits; and (viii) all documents related exclusively to or primarily used in the operation of the Business, including books, records, ledgers, files, documents, correspondence, supplier lists, advertising and promotional materials, studies, reports and other written materials related to the Business (all of the foregoing, collectively, the "***Purchased Assets***").

(b) Excluded Assets. The Purchased Assets will exclude the following (collectively, the "***Excluded Assets***"), and nothing contained in this Agreement shall be deemed to sell, transfer, assign or convey the Excluded Assets to Buyer, and Seller shall retain all right, title and interest in and to the Excluded Assets, which remain Seller's property immediately following the Closing: (i) Receivables; (ii) Seller's Cash; (iii) the corporate charter, qualifications to conduct business as a foreign corporation, and the minute books, stock transfer books and similar documents or records relating to the organization, maintenance and existence of Seller as a corporation; (iv) any of Seller's rights under any Transaction Document; (v) any asset specifically identified on Schedule 2.1(b); (vi) the Excluded Contracts; and (vii) all other assets of Seller that are not Purchased Assets.

2.2 Assumed Liabilities.

(a) Assumed Liabilities. Buyer hereby agrees to assume and become responsible for Liabilities arising from and after the Closing Date only, under Contracts listed on Schedule 2.1(a)(iv) (the "***Assumed Contracts***") (and specifically excluding Liabilities resulting from or relating to any Breach or occurrence of a contingency thereunder occurring prior to the date of this Agreement) and fixed Liabilities accurately set forth by amount, payee and repayment terms on Schedule 2.2(a) (collectively, the "***Assumed Liabilities***").

(b) Excluded Liabilities. The Assumed Liabilities exclude, and Buyer does not assume or have any responsibility with respect to, all other Liabilities of Seller (collectively, the "***Excluded Liabilities***"), including Liabilities: (i) except as specifically provided in Section 5.8(b), for Taxes of any kind whatsoever including any sales, use, stamp, transfer or other Taxes

applicable to the transfer of the Purchased Assets pursuant to this Agreement; (ii) for costs and expenses incurred in connection with negotiating the Transaction Documents and performing the Transactions; (iii) of Seller or any Person other than Buyer arising under any Transaction Document; (vi) under any Contract, regardless of whether Seller's rights thereunder are included in the Purchased Assets, unless such Contract is an Assumed Contract and such Liability under the Contract is not excluded from the Assumed Liabilities under Section 2.2(a); (v) any Liabilities or obligations for indebtedness of Seller arising prior to the Closing; (vi) any statutory, contractual or other Liabilities in respect of any employees, agents or consultants of Seller; (vii) any Liabilities arising out of or in connection with any employee benefit plan of Seller or its Affiliates; or (viii) any Liabilities of Seller created or arising from events occurring following the execution of this Agreement.

2.3 Closing. The Closing will take place at the offices of the Escrow Agent in San Francisco, California, commencing at 9:00 a.m., local time, on the second (2nd) Business Day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the purchase and sale of the Purchased Assets (other than conditions with respect to actions the respective Parties will take at the Closing itself); or such other date as Buyer and Seller may mutually determine (the "**Closing Date**").

2.4 Purchase Price; Purchase Price Adjustment.

(a) The purchase price (the "**Purchase Price**") for the Purchased Assets shall be SIX MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$6,950,000.00) in cash (which amount includes the Deposit Amount), subject to adjustment as set forth in Sections 2.4(b) and 2.4(c) and the escrow arrangements set forth in Section 2.5.

(b) Not less than three Business Days preceding the Closing Date (the "**Closing Inventory Date**"), representatives of Buyer and Seller will work together to take a physical inventory count of all of Seller's inventory of wine (bulk and bottled) and to be acquired by Buyer as part of the Purchased Assets (the "**Wine Inventory**"). The Purchase Price shall be reduced in the event the value of the Wine Inventory on the Closing Inventory Date calculated pursuant to this Section 2.4(a) is less than the Original Inventory Value, dollar for dollar, by an amount equal to the difference between (i) the Original Inventory Value and (ii) the value of the Wine Inventory as determined on the Closing Inventory Date, using the valuation methodology specified on Schedule 2.4(b); provided that no downward adjustment in such value will be made based on the "lower of cost or market" accounting concept.

(c) The amount of the Deposit Amount shall be credited toward the Purchase Price in the event the Deposit Amount is paid to Seller in accordance with the terms of the Deposit Escrow Agreement.

(d) Buyer and Seller will file IRS Form 8594, and all federal, state, local and foreign tax returns, in accordance with the purchase price allocation set forth on Schedule 2.4(d).

2.5 Escrow Arrangements. In connection with the Transactions, the Parties will enter into escrow agreements as described below.

(a) Deposit Escrow. Upon execution of this Agreement, Buyer, Seller and the Escrow Agent shall execute and deliver the Deposit Escrow Agreement, and Buyer shall deposit with the Escrow Agent the Deposit Amount, to be held in accordance with the terms of this Agreement and the Deposit Escrow Agreement.

(b) Indemnification Escrow. At Closing, Buyer, Seller and the Escrow Agent shall execute and deliver the Indemnification Escrow Agreement, and Buyer shall deposit with the Escrow Agent a portion of the Purchase Price in the amount of the Indemnification Escrow Amount, to be held in accordance with the terms of this Agreement and the Indemnification Escrow Agreement.

2.6 Deliveries. On the Closing Date:

- (a) Seller will deliver or cause to be delivered to Buyer:
- (i) An executed counterpart of the Bill of Sale;
 - (ii) an executed counterpart of the Assignment Agreement;
 - (iii) an executed counterpart of the IP Assignment Agreement;
 - (iv) an executed counterpart of the Operating Agreement;
 - (v) the Consents identified on Schedule 4.2;
 - (vi) a full release of all Encumbrances on the Purchased Assets and any and all claims against Buyer, including, without limitation, with respect to all claims involving the Intellectual Property included in the Purchased Assets;
 - (vii) an executed counterpart of the Indemnification Escrow Agreement, also executed by the Escrow Agent;
 - (viii) a certificate duly executed by the Receiver on behalf of the Seller (and not in his personal capacity and for which he shall have no personal liability) certifying as to the matters set forth in Section 2.8(a)(i)-(iii);
 - (ix) a certificate duly executed by the Receiver on behalf of the Seller (and not in his personal capacity and for which he shall have no personal liability) certifying (1) that correct and complete copies of Seller's Organizational Documents are attached thereto, (2) that a Tax Clearance Certificate of recent date is attached thereto, (3) that a certificate of status of recent date from the Secretary of State of the State of California is attached thereto indicating that Seller is in good standing; and (4) one or more Orders approving the Sale Motion and the Agreement (in a form acceptable to Buyer) from the Bankruptcy Court in the Receivership Proceedings and the Bankruptcy Proceedings have been entered and have become final and not subject to appeal or further appeal (collectively, the "**Final Order**");

(x) executed counterparts of such other bills of sale, certificates of title or origin, deeds, assignments and other instruments of transfer or conveyance as Buyer may reasonably request or as may be otherwise necessary to evidence and effect the assignment and delivery of the Purchased Assets to Buyer; and

(xi) such other documents, instruments and certificates as Buyer may reasonably request in connection with the transactions contemplated by this Agreement.

(b) Buyer will deliver or cause to be delivered to Seller (or, in the case of item (i) below, to the Persons contemplated therein):

(i) the Purchase Price, as adjusted in accordance with Sections 2.4 and 2.5, by wire transfer in immediately available funds to the bank accounts and in the amounts specified on Exhibit F and in accordance with Section 5.6(c);

(ii) an executed counterpart of the Bill of Sale;

(iii) an executed counterpart of the Assignment Agreement;

(iv) an executed counterpart of the IP Assignment Agreement;

(v) an executed counterpart of the Indemnification Escrow Agreement, together with a counterpart executed by the Escrow Agent;

(vi) an executed counterpart of the Operating Agreement;

(vii) a certificate duly executed by an officer of Buyer certifying as to the matters set forth in Section 2.8(b);

(viii) A certificate duly executed by the Secretary of Buyer certifying (1) that true and complete copies of the resolutions of the board of directors of Buyer, authorizing and approving the Transaction Documents and the consummation of the Transactions are attached thereto; and (2) as to the incumbency of the officers of Buyer signing the Transaction Documents; and

(ix) executed counterparts of such other bills of sale, certificates of title or origin, deeds, assignments and other instruments of transfer or conveyance as Seller may reasonably request or as may be otherwise necessary to evidence and effect the assignment and delivery of the Purchased Assets to Buyer.

2.7 Termination of Agreement.

(a) Buyer and Seller may terminate this Agreement as to all Parties by mutual written consent, which consent may be granted or withheld in each Party's sole and absolute discretion at any time prior to Closing.

(b) Either Buyer or Seller may terminate this Agreement by giving written notice to the other Party if the Closing has not occurred prior to the date that is two months

following the date of this Agreement (the "**Termination Date**"); provided, however, that the Party delivering such notice must not otherwise be in Breach of its obligations hereunder or have caused such failure to close.

(c) Seller may terminate this Agreement (i) by giving written notice to Buyer any time prior to Closing if Buyer has Breached in any material respect any representation, warrant or covenant contained in this Agreement and failed to cure such Breach within ten (10) Business Days of receipt of notice of such Breach or (ii) in accordance with Section 2.7(e).

(d) Buyer may terminate this Agreement by giving written notice to Seller any time prior to Closing if Seller has Breached in any material respect any representation, warranty or covenant contained in this Agreement and failed to cure such Breach within ten (10) Business Days of receipt of notice of such Breach or (b) in accordance with Section 2.7(e).

(e) Either Buyer or Seller may terminate this Agreement by giving written notice to the other Party if Buyer is not the successful bidder for all or part of the Purchased Assets as a result of any action by the Bankruptcy Court, including without limitation if the Bankruptcy Court enters an order authorizing the sale or transfer of all or part of the Purchased Assets to any Person other than Buyer or otherwise prevents the Parties from consummating the Transactions as contemplated by this Agreement.

(f) In the event the Agreement is terminated pursuant to Section 2.7(e), Seller shall upon the consummation of the sale of all or substantially all of the Purchased Assets to any Person other than Buyer, pay to Buyer by wire transfer of immediately available funds to an account designated by Buyer, the Break Up Amount. Notwithstanding anything to the contrary set forth in this Agreement, this provision and the obligation to pay the Break Up Amount shall survive any termination of this Agreement.

(g) Except as otherwise specifically set forth herein, any termination of this Agreement under this Section 2.7 will not extinguish or impair the rights of a non-Breaching Party to pursue all legal remedies available to it, and no election of remedies will be deemed to have been made.

(h) IN THE EVENT THIS AGREEMENT IS TERMINATED BY BUYER AND SELLER PURSUANT TO SECTION 2.7(A) HEREOF OR BY SELLER PURSUANT TO SECTION 2.7(B) OR SECTION 2.7(C) HEREOF, THEN SELLER SHALL, AS ITS SOLE AND EXCLUSIVE REMEDY THEREFOR, BE ENTITLED TO RECEIVE THE AMOUNT OF THE DEPOSIT AMOUNT AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY) IN LIEU OF, AND AS FULL COMPENSATION FOR, ALL OTHER RIGHTS OR CLAIMS OF SELLER AGAINST BUYER BY REASON OF SUCH DEFAULT. DELIVERY TO AND RETENTION OF THE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT OR BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. UPON SUCH TERMINATION THE PARTIES SHALL BE RELIEVED OF ALL FURTHER OBLIGATIONS AND LIABILITIES HEREUNDER, EXCEPT AS EXPRESSLY SET FORTH HEREIN. BY INITIALING THIS AGREEMENT AT THE END OF THIS SECTION, BUYER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO

SELLER RESULTING FROM BUYER'S BREACH WOULD BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY ACCURACY, AND THAT THE LIQUIDATED DAMAGE AMOUNT SET FORTH IN THIS SECTION REPRESENTS BOTH PARTIES' EFFORTS TO APPROXIMATE SUCH POTENTIAL DAMAGES.

Buyer's Initials

Seller's Initials

2.8 Conditions to Closing.

(a) Conditions Precedent to Buyer's Obligations. Buyer's obligation to consummate the transactions contemplated to occur at Closing is subject to the satisfaction of each of the following conditions:

(i) The representations and warranties of Seller contained in this Agreement that are qualified as to materiality or words of similar import shall be true and correct in all respects, and those not so qualified shall be true and correct in all material respects, in each case, as of the date hereof and as of the Closing Date as if made on and as of the Closing Date (except that representations and warranties that are made as of a specific date need be true and correct only as of such date);

(ii) Seller must have performed and complied with all of its covenants to be performed or complied with at or prior to Closing in all material respects;

(iii) since the Execution Date, there must have been no event, series of events or the lack of occurrence thereof that, singularly or in the aggregate, have had or could reasonably be expected to have, a Material Adverse Effect on the Business or the Purchased Assets;

(iv) there must not be issued and in effect any Order restraining or prohibiting the Transactions or any pending or threatened Action by or before any Governmental Body or arbitrator that seeks to restrain, prohibit, invalidate or collect Damages arising out of the Transactions, or that, in Buyer's reasonable judgment, makes it inadvisable to proceed with the Transactions;

(v) Seller and Buyer must have received all Permits and Consents necessary or advisable to consummate the Transactions;

(vi) Seller and Buyer must have received releases of all Encumbrances on the Purchased Assets;

(vii) Seller shall have delivered to Buyer the Tax Clearance Certificate;

(viii) Buyer shall be reasonably satisfied that, upon Closing and payment of the Purchase Price, sufficient funds will be available and the terms of the Consent Agreement will otherwise be satisfied and that the releases and other actions contemplated thereby will be delivered, consummated or otherwise made effective, as applicable;

SETTLER RESULTING FROM BUYER'S BREACH WOULD BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY ACCURACY, AND THAT THE LIQUIDATED DAMAGE AMOUNT SET FORTH IN THIS SECTION REPRESENTS BOTH PARTIES' EFFORTS TO APPROXIMATE SUCH POTENTIAL DAMAGES.

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(i) The representations and warranties of Seller contained in this Agreement that are qualified as to materiality or words of similar import shall be true and correct in all respects, and those not so qualified shall be true and correct in all material respects, in each case, as of the date hereof and as of the Closing Date as if made on and as of the Closing Date (except that representations and warranties that are made as of a specific date need be true and correct only as of such date);

(ii) Seller must have performed and complied with all of its covenants to be performed or complied with at or prior to Closing in all material respects;

(iii) since the Execution Date, there must have been no event, series of events or the lack of occurrence thereof that, singularly or in the aggregate, have had or could reasonably be expected to have, a Material Adverse Effect on the Business or the Purchased Assets;

(iv) there must not be issued and in effect any Order restraining or prohibiting the Transactions or any pending or threatened Action by or before any Governmental Body or arbitrator that seeks to restrain, prohibit, invalidate or collect Damages arising out of the Transactions, or that, in Buyer's reasonable judgment, makes it inadvisable to proceed with the Transactions;

(v) Seller and Buyer must have received all Permits and Consents necessary or advisable to consummate the Transactions;


(vi) Seller and Buyer must have received releases of all Encumbrances on the Purchased Assets;

(vii) Seller shall have delivered to Buyer the Tax Clearance Certificate;

(viii) Buyer shall be reasonably satisfied that, upon Closing and payment of the Purchase Price, sufficient funds will be available and the terms of the Consent Agreement will otherwise be satisfied and that the releases and other actions contemplated thereby will be delivered, consummated or otherwise made effective, as applicable;

SELLER RESULTING FROM BUYER'S BREACH WOULD BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY ACCURACY, AND THAT THE LIQUIDATED DAMAGE AMOUNT SET FORTH IN THIS SECTION REPRESENTS BOTH PARTIES' EFFORTS TO APPROXIMATE SUCH POTENTIAL DAMAGES.

Buyer's Initials



Seller's Initials

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(a) Conditions Precedent to Buyer's Obligations. Buyer's obligation to consummate the transactions contemplated to occur at Closing is subject to the satisfaction of each of the following conditions:

(i) The representations and warranties of Seller contained in this Agreement that are qualified as to materiality or words of similar import shall be true and correct in all respects, and those not so qualified shall be true and correct in all material respects, in each case, as of the date hereof and as of the Closing Date as if made on and as of the Closing Date (except that representations and warranties that are made as of a specific date need be true and correct only as of such date);

(ii) Seller must have performed and complied with all of its covenants to be performed or complied with at or prior to Closing in all material respects;

(iii) since the Execution Date, there must have been no event, series of events or the lack of occurrence thereof that, singularly or in the aggregate, have had or could reasonably be expected to have, a Material Adverse Effect on the Business or the Purchased Assets;

(iv) there must not be issued and in effect any Order restraining or prohibiting the Transactions or any pending or threatened Action by or before any Governmental Body or arbitrator that seeks to restrain, prohibit, invalidate or collect Damages arising out of the Transactions, or that, in Buyer's reasonable judgment, makes it inadvisable to proceed with the Transactions;

(v) Seller and Buyer must have received all Permits and Consents necessary or advisable to consummate the Transactions;

(vi) Seller and Buyer must have received releases of all Encumbrances on the Purchased Assets;

(vii) Seller shall have delivered to Buyer the Tax Clearance Certificate;

(viii) Buyer shall be reasonably satisfied that, upon Closing and payment of the Purchase Price, sufficient funds will be available and the terms of the Consent Agreement will otherwise be satisfied and that the releases and other actions contemplated thereby will be delivered, consummated or otherwise made effective, as applicable;

and (ix) Buyer and Seller shall have entered into the Operating Agreement;

(x) Buyer must have received each document required to be delivered by Seller pursuant to Section 2.6(a).

(b) Conditions Precedent to Seller's Obligations. Seller's obligation to consummate the transactions contemplated to occur at Closing is subject to the satisfaction of each of the following conditions:

(i) The representations and warranties of Buyer contained in this Agreement that are qualified as to materiality or words of similar import shall be true and correct in all respects, and those not so qualified shall be true and correct in all material respects, in each case, as of the date hereof and as of the Closing Date as if made on and as of the Closing Date (except that representations and warranties that are made as of a specific date need be true and correct only as of such date);

(ii) Buyer must have performed and complied with all of its covenants to be performed or complied with at or prior to Closing in all material respects;

(iii) Seller shall be reasonably satisfied that, upon Closing and payment of the Purchase Price, sufficient funds will be available and the terms of the Consent Agreement will otherwise be satisfied and that the releases and other actions contemplated thereby will be delivered, consummated or otherwise made effective, as applicable;

(iv) there must not be issued and in effect any Order restraining or prohibiting the Transactions;

(v) the Final Order shall have been issued; and

(vi) Seller must have received each document required to be delivered by Seller pursuant to Section 2.6(b).

ARTICLE 3 BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller that the statements contained in this ARTICLE 3 are correct and complete on the Execution Date, and will be correct and complete as of the Closing Date (as though made then, with the Closing Date substituted for the Execution Date unless the context requires otherwise).

3.1 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Buyer has the requisite corporate power and authority necessary to own or lease its properties and to carry on its businesses as currently conducted. There is no pending or (to Buyer's Knowledge) threatened Action for the dissolution, liquidation, insolvency or rehabilitation of Buyer.

3.2 Authority of Buyer; Enforceability. Buyer has the relevant corporate power and authority necessary to execute and deliver each Transaction Document to which it is a party and to perform and consummate the Transactions. Buyer has taken all action necessary to authorize its execution and delivery of each Transaction Document to which Buyer is a party, the performance of its obligations thereunder and its consummation of the Transactions. Each Transaction Document to which Buyer is a party has been duly authorized, executed and delivered by Buyer and is enforceable against Buyer in accordance with its terms, except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other Laws relating to or affecting the rights of creditors and general principles of equity (an “*Enforceability Exception*”).

3.3 No Violation. Except as listed on Schedule 3.3, the execution and the delivery by Buyer of this Agreement and the other Transaction Documents to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation of the Transactions by Buyer will not (a) with or without notice or lapse of time, constitute or create a Breach of any Law, Order, Contract or Permit to which Buyer is a party or by which it is bound or any provision of Buyer’s Organizational Documents as in effect on the Closing Date; (b) require any Consent under any Contract or Organizational Document to which Buyer is a party or by which it is bound; or (c) require any Permit under any Law or Order, other than notifications or other filings with state or federal regulatory agencies after the Closing that are necessary or convenient and do not require approval of the agency as a condition to the validity of the Transactions.

3.4 Sophisticated Buyer. Buyer is a sophisticated, experienced purchaser and has, or has access to, expertise sufficient to evaluate, inspect and perform all obligations under this Agreement.

3.5 "AS-IS, WHERE-IS" PURCHASE. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING THE NATURE, CONDITION, VALUE, OR QUALITY OF THE PURCHASED ASSETS, INCLUDING BUT NOT LIMITED TO: (I) THE CONDITION OF THE MACHINERY AND EQUIPMENT; (II) THE CONDITION AND QUALITY OF THE INVENTORIES; (III) THE ENFORCEABILITY AND ANY CLAIMS ASSOCIATED WITH ANY CONTRACTS; AND (IV) THE ACCURACY AND METHODOLOGY OF PREPARATION OF ANY FINANCIAL STATEMENTS. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BY THE CLOSING BUYER WILL HAVE HAD THE OPPORTUNITY TO THOROUGHLY INSPECT AND EXAMINE THE PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PURCHASED ASSETS. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT, AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT, BUYER IS

PURCHASING THE PURCHASED ASSETS ON AN "AS-IS, WHERE-IS" AND "WITH ALL FAULTS" BASIS AND NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OR CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PURCHASED ASSETS NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY GOVERNMENTAL BODY. BUYER FURTHER ACKNOWLEDGES THAT THE "AS-IS" NATURE OF THE TRANSACTION AND THE OTHER TERMS AND CONDITIONS DESCRIBED IN THIS SECTION HAVE BEEN TAKEN INTO ACCOUNT IN THE ESTABLISHMENT OF THE PURCHASE PRICE. THE FOREGOING NOTWITHSTANDING, SELLER HEREBY ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS SECTION 3.5 SHALL AFFECT THE RIGHT OF BUYER TO BRING ANY INDEMNIFICATION CLAIM UNDER ARTICLE 6 OF THIS AGREEMENT OR RELIEVE SELLER FROM ANY OF ITS OBLIGATIONS THEREUNDER.

3.6 No Brokers. No Person will be entitled to receive any brokerage commission, finder's fee, fee for financial advisory services or similar compensation in connection with the transactions contemplated hereby based on any agreement or action made by or on behalf of Buyer, and Buyer shall be responsible for the payment of any such compensation.

3.7 No Additional Representations or Warranties. Except as expressly provided in this Agreement, Seller has not made any representations or warranties of any kind, nature or description, direct or implied, verbal or written, with respect to the Assets or otherwise.

ARTICLE 4 SELLER'S REPRESENTATIONS AND WARRANTIES

Seller (and not the Receiver) represents and warrants to Buyer that the statements contained in this ARTICLE 4 are correct and complete on the Execution Date, and will be correct and complete as of the Closing Date (as though made then, with the Closing Date substituted for the Execution Date unless the context requires otherwise).

4.1 Power and Authority; Enforceability. Seller has the corporate power and authority necessary to execute and deliver each Transaction Document to which it is a party and to perform and consummate the Transactions. Except for obtaining an Order from the Bankruptcy Court approving the sale of the Assets pursuant to the terms of this Agreement, Seller has taken all action necessary to authorize the execution and delivery of each Transaction Document to which it is a party, the performance of its respective obligations thereunder, and the consummation by Seller of the Transactions. Each Transaction Document to which Seller is a party has been duly authorized, executed and delivered by Seller and is enforceable against Seller in accordance with its terms, subject to an Enforceability Exception.

4.2 No Violation. To the Knowledge of Seller, except as listed on Schedule 4.2, the execution and the delivery by Seller of this Agreement and the other Transaction Documents to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, the consummation of the Transactions by Seller will not (a) Breach any Law or Order to which Seller is subject or any provision of Seller's Organizational Documents; (b) Breach any Contract, Order, or Permit to which Seller is a party or by which it is bound or to which any of the Purchased Assets are subject (or result in the imposition of any Encumbrance upon the Purchased Assets; (c) require any Consent; or (d) Breach any other material note, instrument, agreement, mortgage, base, license, franchise, permit or other authorization, rights, restriction or obligation to which Seller is a party or any of the Purchased Assets is subject or by which Seller is bound.

4.3 Title to Purchased Assets. Except as set forth on Schedule 4.3, Seller has (and subject to Buyer's own actions after the Closing, Buyer will have) good, marketable and indefeasible title to, or a valid leasehold interest in, all of the Purchased Assets, in each case free and clear of any Encumbrances.

4.4 No Brokers. No Person will be entitled to receive any brokerage commission, finder's fee, fee for financial advisory services or similar compensation in connection with the transactions contemplated hereby based on any agreement or action made by or on behalf of Seller, and Seller shall be responsible for the payment of any such compensation.

4.5 Purchase Price. When paid at Closing by Buyer in accordance with the terms of this Agreement and Exhibit E, the allocable portion of the Purchase Price payable to the Persons identified on Exhibit E will have been paid to such Persons on an indefeasible basis.

ARTICLE 5 COVENANTS

5.1 General. If at any time after the Closing any further action is necessary or desirable to carry out this Agreement's purposes, each Party will take such further action (including executing and delivering any further instruments and documents, obtaining any Permits and Consents and providing any reasonably requested information) as any other Party may reasonably request, all at the requesting Party's sole cost and expense (unless the requesting Party is entitled to indemnification therefor under ARTICLE 6).

5.2 Confidentiality.

(a) Between the date of the Agreement and Closing, each Party will, and will cause each of its respective Affiliates (to the extent such Party has control over such Affiliates), directors, officers, employees, agents, representatives and similarly situated Persons to (a) treat and hold as confidential, and not use or disclose, all of the information concerning the Business, the Purchased Assets, the negotiation or existence and terms of this Agreement and the business affairs of the other Party ("**Confidential Information**"), except for (i) disclosures to the Person's professional advisors, the actions for which the disclosing Person will be responsible and (ii) disclosures required for such Person to perform obligations it may have under this Agreement, and (b) deliver promptly to the other Party or destroy, at the other Party's request and option, all tangible embodiments (and all copies) of the Confidential Information that are in such Person's

possession. If any Person subject to these confidentiality provisions is ever requested or required (by oral question or request for information or documents in any Action) to disclose any Confidential Information, such person will notify the other Party promptly of the request or requirement so that the other Party may seek an appropriate protective Order or waive compliance with this Section 5.2. Any information that is publicly available (provided such information was not made publicly available in violation of this provision) will not be deemed to be Confidential Information.

(b) From and after the Closing, the obligations of the Parties described in Section 5.2 shall no longer be applicable to Buyer but shall continue to apply to Seller.

(c) Notwithstanding any contrary provision of this Agreement, (i) any Party (and its respective employees, representatives or other agents) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Transactions and all materials of any kind (including opinions or other tax analyses) that are provided to such Party relating to such tax treatment and tax structure and (ii) either Party or its representatives may make such disclosures regarding this Agreement, the Purchased Assets and the Transactions as may be necessary in connection with the proceedings of the Bankruptcy Court described in Section 5.7.

5.3 Receivables; Distributor Chargebacks. During the Chargeback Period, Buyer shall have the right to (a) collect or receive any then-outstanding Receivables of Seller, (b) to hold any amounts so collected or received and (c) to apply any such amounts to the payment of any and all Chargebacks. Within ten (10) Business Days following the end of the Chargeback Period, Buyer shall deliver to Seller (i) the full amount (without interest) of all Receivables of Seller collected by or delivered to Buyer during the Chargeback Period and not applied toward the satisfaction of Chargebacks and (ii) a reconciliation showing, in reasonable detail, the Receivables collected or received by Buyer and the Chargebacks paid by Buyer. Buyer shall have no obligation to undertake the collection of any accounts receivable of Seller.

5.4 Change in Corporate Name; Use of Names; Inquiry Referrals. Seller will take all such action (and cause its Affiliates to take such action to the extent Seller has control over such Affiliates) as may be required, if applicable, to change Seller's name (and such Affiliates' names to the extent Seller has control over such Affiliates), as promptly as practicable after the Closing (but no later than ten (10) days thereafter), to one that is (a) distinctly different in sound and appearance from "Renwood" and (b) reasonably acceptable to Buyer. After the Closing, Seller will not and will not permit any of its Affiliates (to the extent Seller has control over such Affiliates) to (i) take any action to interfere with Buyer's exclusive use of the name "Renwood" in connection with the conduct and operation of the Business or (ii) use the name "Renwood" in connection with the conduct of a business that competes or may in the future compete with the Business. After the Closing, Seller will, and will cause its Affiliates (to the extent Seller has control over such Affiliates) to, refer to Buyer all customer, supplier and other inquiries relating to the Business or the Purchased Assets.

5.5 [INTENTIONALLY OMITTED].

5.6 Actions Prior to Closing. The Parties agree as follows with respect to the period between the Execution Date and the earlier of the Closing and the Termination Date:

(a) General. Each Party will use its commercially reasonable efforts to take all action and do all things necessary, proper or advisable to satisfy (but not waive) all conditions to Closing and consummate the purchase and sale of the Purchased Assets upon the terms set forth in this Agreement. Seller will use its commercially reasonable efforts to preserve and to keep intact the Business, the Purchased Assets, the services of the present employees of Seller (including its officers) and the goodwill of the customers, suppliers, creditors and others having business relations with Seller. Seller will permit Buyer and its representatives full access at all reasonable times to the premises, properties, personnel, books, records, Contracts and documents pertaining to the Business and the Purchased Assets. Each Party will give the other Party notice of any development occurring or existing after the Execution Date that causes or reasonably could be expected to cause a Breach of any of the representations or warranties of such Party in this Agreement.

(b) Operation of the Business. With respect to Seller, the Business or the Purchased Assets, Seller will not directly or indirectly cause to occur (or agree or cause to occur) any of the following: (i) a sale, lease or other disposition of assets outside Seller's Ordinary Course of Business; (ii) creation of any Contract or Encumbrance outside Seller's Ordinary Course of Business or any Contract with any director, officer or Affiliate of Seller; (iii) an expenditure outside Seller's Ordinary Course of Business; (iv) a capital investment in, or loan to, or an acquisition of the securities or assets of, any other Person; (v) an issuance of any debt or creation, assumption or guarantee of any Liability, outside Seller's Ordinary Course of Business; (vi) a change in the manner in which accounts payable or other Liabilities are paid or in which Receivables are collected; (vii) a change in the employment terms for, or in the compensation of, any employee, director, officer or Affiliate of Seller, except as required pursuant to a written Contract existing on the Execution Date; (viii) an amendment, modification or termination of any Contract to which Seller is a party or to which the Business or any of the Purchased Assets are subject; (ix) an issuance, sale or other disposition of capital stock or other equity or debt securities of Seller; (x) a declaration or payment of any dividend, or any other distribution with respect to, Seller's capital stock; (xi) a redemption, purchase or acquisition of any shares of Seller's capital stock; or (xii) any other occurrence, event, incident, action, failure to act or transaction outside Seller's Ordinary Course of Business.

(c) Seller agrees that the Purchase Price shall be paid not directly to Seller, but to certain third parties that are parties to the Consent Agreement. Attached hereto as Exhibit F are wire transfer instructions provided by Seller with respect to payment of the Purchase Price, together with a breakdown of amounts to be paid to each account listed thereon. Such instructions reflect payment of the appropriate portions of the Purchase Price directly to Rabobank, W.J. Deutsch & Sons, Ltd. and David Flemmer, as trustee of Renwood Group, Inc. in the Bankruptcy Proceedings upon completion of a "Qualified Sale" as contemplated in the Consent Agreement, except that ONE MILLION DOLLARS (\$1,000,000.00) of the amount otherwise deliverable to Rabobank upon completion of a "Qualified Sale" under the Consent Agreement shall be delivered by Buyer to the Escrow Agent and shall constitute the Indemnification Escrow Amount. Seller shall also take such steps as are necessary to arrange for

the transfer at Closing of the assets to be delivered to the Smerling Parties pursuant to the terms of the Consent Agreement and the Smerling Agreement.

5.7 Bankruptcy Court Approval.

(a) Seller and Buyer acknowledge that this Agreement and the Transactions are subject to Bankruptcy Court approval in the Receivership Proceedings and the Bankruptcy Proceedings. Seller and Buyer acknowledge that to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest or otherwise best offer possible for the Purchased Assets, including, but not limited to, giving notice of the transactions contemplated by this Agreement to creditors of Seller's parent entity and certain other interested parties as ordered by the Bankruptcy Court.

(b) The Parties agree Seller will have until the conclusion of the hearing regarding the Sale Motion (as defined below) to secure a definitive offer to purchase the Purchased Assets at a price in excess of SIX MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$6,950,000.00) (the "**Buyer Offer**"); provided, that (i) any such offers must initially be in excess of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) more than the Buyer Offer and thereafter must be in increments of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or more and (ii) the terms of any such offer must be on the same terms as those set forth in this Agreement, unless otherwise ordered by the Bankruptcy Court. The confidentiality provisions of Section 5.2 shall not restrict Seller from providing such information regarding the terms of this Agreement and existence of the proposed transaction contemplated hereby as is reasonably necessary to solicit such definitive offer; provided that such information (other than the minimum required purchase price and bid increments) shall only be provided to Persons who have entered into a customary confidentiality agreement with Seller.

(c) As soon as reasonably possible, but in any event no later than three (3) Business Days after the date of the execution of this Agreement by all parties, Seller shall file with the Bankruptcy Court (in the Receivership Proceedings and in the Bankruptcy Proceedings) a motion to approve this Agreement and the sale of the Assets contemplated hereby (the "**Sale Motion**") in a form reasonably satisfactory to Buyer, together with required supporting papers and required notices, together with an ex parte application requesting an order shortening time on the Sale Motion so that the hearing on the Sale Motion may be held within fourteen (14) days after the date of filing and serving the Sale Motion. Moreover, orders shall be submitted to the Bankruptcy Court in both the Receivership Proceedings and the Bankruptcy Proceedings as soon as reasonably possible following the conclusion of the hearing at which the Sale Motion was granted.

(d) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Motion or the approval of this Agreement, Seller shall promptly notify Buyer of such appeal or stay request and shall promptly provide to Buyer a copy of the related notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders.

(e) From and after the date hereof, Seller shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in,

the reversal, voiding, modification or staying of the Sale Motion or the approval of this Agreement.

5.8 Tax Matters.

(a) Seller will be liable for and will pay all Taxes (whether assessed or unassessed) applicable to the Business and the Purchased Assets, in each case attributable to periods (or portions thereof) ending on or prior to the Closing Date. Buyer will be liable for and will pay all Taxes (whether assessed or unassessed) applicable to the Business and the Purchased Assets, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this Section 5.8(a), any period beginning before and ending after the Closing Date will be treated as two partial periods, one ending on the Closing Date and the other beginning after the Closing Date, except that Taxes (such as property Taxes) imposed on a periodic basis will be allocated on a daily basis.

(b) Notwithstanding Section 5.8(a), any sales Tax, use Tax, documentary stamp Tax, or similar Tax attributable to the sale or transfer of the Purchased Assets will be paid by Buyer. Each Party agrees to timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or make a report with respect to, such Taxes.

(c) Seller, on the one hand, and Buyer, on the other hand, will provide reimbursement for any Tax paid by one Party all or a portion of which is the responsibility of the other Party in accordance with the terms of this Section 5.8. Within a reasonable time prior to the payment of any said Tax, the Party paying such Tax will give notice to the other Party of the Tax payable and the portion which is the Liability of each Party, although failure to do so will not relieve the other Party from its liability hereunder.

5.9 Certain Employment Matters. Seller shall make no commitment to its employees concerning their prospective employment with Buyer. Buyer shall be free to make offers of employment to such of Seller's employees, if any, as it desires in its sole discretion; provided that Buyer has no obligation to make offers of employment to any employee of Seller in connection with this Agreement, the Transactions or otherwise. Seller is and, following the Closing, shall remain responsible for all Liabilities arising out of, relating to or with respect to (i) the employment or termination of employment of any individual by Seller on or before the Closing Date, (ii) workers' compensation claims or similar claims against Seller that relate to the period ending on the Closing Date, irrespective of whether such claims are made prior to, on or after the Closing Date, or (iii) any employee benefit plan of Seller or its Affiliates as described in Section 4.12. Buyer, following the Closing, shall remain responsible for all Liabilities arising out of, relating to or with respect to: (i) the employment or termination of employment of any individual by Buyer after the Closing Date, but only for, and to the extent, attributable to periods after the Closing; (ii) workers' compensation claims or similar claims against Buyer that relate to the period commencing after the Closing; or (iii) any employee benefit plan of Buyer or its Affiliates.

5.10 Earn Out.

(a) As soon as practicable, but no later than ninety (60) days after the expiration of the Survival Period, Buyer shall prepare and deliver to Seller a calculation of the Net Sales of Buyer generated during the Survival Period, showing in reasonable detail Buyer's methodology and underlying data used in making such calculation (the "**Earn Out Calculation**"). Buyer shall provide Seller with reasonable access to such of Buyer's books and records with respect to such period to allow Seller to verify the basis of the Earn Out Calculation.

(b) If Seller does not give written notice of dispute (an "**Earn Out Dispute Notice**") to Buyer within fifteen (15) Business Days of receiving the Earn Out Calculation, the Parties agree that the Earn Out Calculation shall be deemed final. If Seller gives an Earn Out Dispute Notice to Buyer (which Earn Out Dispute Notice must set forth, in reasonable detail, the items and amounts in dispute) within such fifteen (15) Business Day period, Seller and Buyer will use reasonable efforts to resolve the dispute during the thirty (30) day period commencing on the date Buyer receives the applicable Earn Out Dispute Notice from Seller. If Buyer and Seller do not obtain a final resolution within such thirty (30) day period (the "**Resolution Period**"), then the items in dispute shall be submitted immediately to a mutually agreed upon accounting firm (the "**Accounting Firm**"). In the event that Buyer and Seller are unable to agree on a mutually acceptable accounting firm, then each of Buyer and Seller shall within three (3) days following the end of the Resolution Period select an accounting firm in their sole discretion, and within five (5) days following such three (3) day period the two accounting firms so selected shall select a third accounting firm to serve as the Accounting Firm. The Accounting Firm shall be required to render a determination of the applicable dispute within forty-five (45) days after referral of the matter to such Accounting Firm, which determination must be in writing and must set forth, in reasonable detail, the basis thereof, must be in accordance with the terms of this Agreement and must only address the specific items in dispute. The determination of the Accounting Firm shall be conclusive and binding upon the Parties and not subject to collateral attack for any reason other than manifest error or fraud. Buyer will revise the Earn Out Calculation as appropriate to reflect the resolution of any objections thereto pursuant to this Section 5.10. Seller shall have the right to assign its rights with respect to resolving any issues identified in an Earn Out Dispute Notice to Rabobank, on the terms and subject to the limitations provided in this Section 5.10.

(c) In the event Buyer and Seller submit any unresolved objections to an Accounting Firm for resolution as provided in Section 5.10(a), responsibility for the fees and expenses of such Accounting Firm shall be shared equally by the Parties.

(d) In the event that the Earn Out Calculation as determined in accordance with this Section 5.10 indicates that Buyer's Net Sales for the Survival Period is greater than FIFTEEN MILLION DOLLARS (\$15,000,000.00), then Buyer shall, within five (5) Business Days following the final determination of the Earn Out Calculation in accordance with this Section 5.10, pay to Seller an amount in cash equal to the sum of (i) TWO AND ONE HALF PERCENT (2.5%) of the amount by which the Net Sales exceed TWELVE MILLION DOLLARS (\$12,000,000.00) and (ii) an additional TWO AND ONE HALF PERCENT (2.5%) (for a total of FIVE PERCENT (5%)) of the amount by which the Net Sales exceed FIFTEEN MILLION DOLLARS (\$15,000,000.00); provided, however, that (i) the amount payable by Buyer to Seller pursuant to this Section 5.10 shall be capped at, and in no event exceed, an aggregate amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and (ii) Buyer

shall owe no amount to Seller pursuant to this Section 5.10, if, upon expiration of the Survival Period, either (a) the amount of money in the Indemnification Escrow Account has been reduced to zero or (b) Buyer has made claims for indemnification pursuant to Article 6 of this Agreement that remain pending and are, in the aggregate, for amounts reasonably expected to exceed the amount of funds then remaining in the Indemnification Escrow Account.

ARTICLE 6 INDEMNIFICATION

6.1 Survival of Representations, Warranties and Covenants. Each representation and warranty of the Parties contained herein and any certificate related to such representations and warranties will survive the Closing and continue in full force and effect for eighteen (18) months thereafter (the “*Survival Period*”). Each covenant and obligation in this Agreement and any certificate or document delivered pursuant to this Agreement will survive the Closing and continue in full force and effect during the Survival Period. Unless expressly waived pursuant to this Agreement, no representation, warranty, covenant, right or remedy available to any Person in connection with the Transactions will be deemed waived by any action or inaction of that Person (including consummation of the Transactions, any inspection or investigation, or the awareness of any fact or matter) at any time, whether before, on or after the Closing until the expiration of the Survival Period. Neither Seller nor Buyer shall have any Liability under this ARTICLE 6 unless a claim is made prior to the expiration of the Survival Period, in which case the Survival Period as to such claim shall continue until such claim has been finally resolved.

6.2 Indemnification Provisions for Buyer’s Benefit. Seller (and not Receiver) will indemnify and hold Buyer and its Affiliates, and their respective officers, directors, managers, employees, agents, representatives, controlling persons, stockholders and similarly situated Persons, harmless from and pay any and all Damages directly or indirectly resulting from, relating to, arising out of or attributable to any of the following: (a) any Breach of any representation or warranty Seller has made in this Agreement or any Ancillary Agreement; (b) any Breach by Seller of any obligation of Seller in this Agreement or any Ancillary Agreement; (c) the operation and ownership of, or conditions first occurring with respect to, the Business or the Purchased Assets prior to the Closing (other than the Assumed Liabilities relating thereto); and (d) the Excluded Assets or the Excluded Liabilities.

6.3 Indemnification Provisions for Seller’s Benefit. Buyer will indemnify and hold Seller and its Affiliates, and their respective officers, directors, managers, employees, agents, representatives, controlling persons, stockholders and similarly situated Persons, harmless from and pay any and all Damages directly or indirectly, resulting from, relating to, arising out of or attributable to any of the following: (a) any Breach of any representation or warranty Buyer has made in this Agreement or any Ancillary Agreement; (b) any Breach by Buyer of any obligation of Buyer in this Agreement or any Ancillary Agreement; (c) the operation and ownership of, or conditions first occurring with respect to, Seller’s business or the Purchased Assets after the Closing (other than the Excluded Liabilities relating thereto); (d) except as contemplated by Section 6.2, the Assumed Liabilities or Purchased Assets.

6.4 Indemnification Claim Procedures. If any Action is commenced or threatened that may give rise to a claim for indemnification (an “*Indemnification Claim*”) by any Person

entitled to indemnification under this Agreement (each, an “*Indemnified Party*”) against any Person obligated to indemnify an Indemnified Party (an “*Indemnitor*”), then such Indemnified Party will promptly give notice to the Indemnitor. Failure to notify the Indemnitor will not relieve the Indemnitor of any Liability that it may have to the Indemnified Party, except to the extent the defense of such Action is materially and irrevocably prejudiced by the Indemnified Party’s failure to give such notice. An Indemnitor may elect at any time to assume and thereafter conduct the defense of the Indemnification Claim with counsel of the Indemnitor’s choice reasonably satisfactory to the Indemnified Party; provided, however, that the Indemnitor will not approve of the entry of any judgment or enter into any settlement with respect to the Indemnification Claim without the Indemnified Party’s prior written approval (which must not be withheld or delayed unreasonably). In the event that Seller is the Indemnitor, Seller shall have the right to assign its right to assume the defense of the relevant Indemnification Claim, on the terms and subject to the limitations provided in this Section 6.4, to Rabobank. Until an Indemnitor assumes the defense of the Indemnification Claim, the Indemnified Party may defend against the Indemnification Claim, at the expense of the Indemnitor, in any manner the Indemnified Party reasonably deems appropriate. If the Indemnified Party gives an Indemnitor notice of an Indemnification Claim and the Indemnitor does not, within ten (10) days after such notice is given, give notice to the Indemnified Party of its election to assume the defense of such Indemnification Claim and thereafter promptly assume such defense, then the Indemnitor will be bound by any judicial determination made with respect to such Indemnification Claim or any compromise or settlement of such Indemnification Claim effected by the Indemnified Party.

6.5 Limitations on Indemnification Liability. Any claims an Indemnified Party makes under this ARTICLE 6 will be limited as follows:

(a) Ceiling. The aggregate Liability for money Damages of Buyer, on the one hand, and Seller, on the other, under this Agreement related to items subject to indemnification under this ARTICLE 6 will not exceed ONE MILLION DOLLARS (\$1,000,000.00) (the “*Ceiling*.”

(b) Basket/Threshold. Buyer, on the one hand, and Seller, on the other hand, will have no Liability for money Damages for claims subject to indemnification under this ARTICLE 6 unless and until the aggregate Damages related thereto exceed FIFTY THOUSAND DOLLARS (\$50,000.00) (the “*Claim Threshold*”); provided, however, that, if the aggregate Damages related thereto of Buyer, on the one hand, or Seller, on the other hand, exceeds such amount, the Indemnitor’s Liability will relate back to and include the first dollar of such aggregate Damages.

(c) The Indemnification Escrow Amount shall be available as the sole and exclusive source of funds for satisfaction of Seller’s indemnification obligations to Buyer under this ARTICLE 6.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY INDEMNIFIED PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR LOSS OF

PROFIT, LOSS OF OPPORTUNITY, LOSS OF PRODUCTION OR LOSS OF USE, REGARDLESS OF WHETHER THE DAMAGES SOUGHT ARE BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE, AND IRRESPECTIVE OF WHETHER SOLE, CONCURRENT OR OTHER NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OR STRICT LIABILITY IS INVOLVED OR IS ASSERTED; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS SECTION 6.5(d) SHALL RELIEVE AN INDEMNITOR OF ITS OBLIGATION TO INDEMNIFY AN INDEMNIFIED PARTY FROM AND AGAINST ANY AND ALL DAMAGES, REGARDLESS OF THE NATURE OF SUCH DAMAGES, IN THE CASE OF A THIRD PARTY CLAIM.

6.6 Negligence of Another Person. ANY PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT BE NEGATED BY ANY OTHER PERSON'S ALLEGED OR PROVEN SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE.

6.7 Indemnification for Non-Compliance with Bulk Sales Statute. Buyer acknowledges that Seller will not comply with any bulk transfer Laws of any jurisdiction in connection with the Transactions. Seller will indemnify Buyer for any Damages resulting from or relating to such non-compliance; provided that Seller's indemnification obligations pursuant to this Section 6.7 shall be subject to the Ceiling but shall not be subject to the Claim Threshold.

6.8 Release by Buyer. Buyer understands and agrees that (a) Receiver has been appointed by the Bankruptcy Court as the receiver in the Receivership Proceedings, to facilitate the sale of the Purchased Assets, and (b) Receiver is not in the wine business. Receiver's duties as to the Purchased Assets shall be pursuant to the Receivership Proceedings, which shall be limited to the selling of the Purchased Assets, and to the extent applicable, overseeing maintenance and operations of the Purchased Assets, until such time that the receivership is terminated by the Bankruptcy Court. Buyer acknowledges and agrees that Receiver is not personally, nor is the Receivership estate, liable or responsible for any Damages that Buyer may suffer as the result of these Transactions. Buyer further acknowledges and agrees that (i) the indemnification provisions in favor of Buyer set forth in this ARTICLE 6 (which shall be funded exclusively from the Indemnification Escrow Account and for which the Receiver shall have no liability) constitute Buyer's sole and exclusive remedy with respect to any Claim arising out of any of the Transaction Documents or the Purchased Assets and (ii) the Receivership Proceedings could be terminated at any time, and that Buyer cannot recover any Damages from Receiver upon termination of the receivership. Buyer further acknowledges that because the Purchased Assets are in receivership and in the custody of the Receiver, Receiver acts at the direction of the Bankruptcy Court and only the Bankruptcy Court which confirmed the receivership and issued the Order establishing the Receivership and appointing the Receiver shall have any jurisdiction over any dispute relating to the Purchased Assets or to any of the Transaction Documents. Buyer hereby agrees to release Receiver and the Receivership estate (during or upon termination of the Receivership) from and against any claims, actions, causes of action, liabilities, fees, costs and expenses, whether to person or property, arising out of or in any way relating to the Purchased Assets or the Transaction Documents. Such release applies to all claims, whether such claims, Damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent, that Buyer may have against Receiver or the Receivership estate. With respect to the foregoing

release of the Receiver and the Receivership estate, Buyer waives application of California Civil Code Section 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

As a consequence of the foregoing waiver, Buyer understands that even if Buyer eventually incurs any Damages arising from this Agreement or the purchase of the Purchased Assets, Buyer will not be able to make any claim for those Damages against Receiver personally or the Receivership estate. Further, Buyer acknowledges that Buyer understands these consequences even as to claims for Damages that may exist as of the date of this release but which Buyer does not know exist, and which, if known, would materially affect Buyer's decision to execute this release, regardless of whether Buyer's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Initials of Buyer's authorized representative: _____

ARTICLE 7 MISCELLANEOUS

7.1 Entire Agreement. This Agreement, together with the other Transaction Documents and all Schedules, exhibits, annexes or other attachments hereto or thereto, and the certificates, documents, instruments and writings that are delivered pursuant hereto or thereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Except as provided in ARTICLE 6, there are no third party beneficiaries having rights under or with respect to this Agreement.

7.2 Assignment; Binding Effect. Except as otherwise specifically set forth herein, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, and any such assignment by a Party without prior written approval of the other Party will be deemed invalid and not binding on such other Party. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

7.3 Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and must be given either by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, to the intended recipient at the address set forth for the recipient on the signature page (or to such other address as any Party may give in a notice given in accordance with the provisions hereof). All notices, requests or other communications will be effective and deemed given only as follows: (a) if given by personal delivery, upon such personal delivery; (b)

release of the Receiver and the Receivership estate, Buyer waives application of California Civil Code Section 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor

As a consequence of the foregoing waiver, Buyer understands that even if Buyer eventually incurs any Damages arising from this Agreement or the purchase of the Purchased Assets, Buyer will not be able to make any claim for those Damages against Receiver personally or the Receivership estate. Further, Buyer acknowledges that Buyer understands these consequences even as to claims for Damages that may exist as of the date of this release but which Buyer does not know exist, and which, if known, would materially affect Buyer's decision to execute this release, regardless of whether Buyer's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Initials of Buyer's authorized representative: _____

ARTICLE 7 MISCELLANEOUS

7.1 Entire Agreement. This Agreement, together with the other Transaction Documents and all Schedules, exhibits, annexes or other attachments hereto or thereto, and the certificates, documents, instruments and writings that are delivered pursuant hereto or thereto, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Except as provided in ARTICLE 6, there are no third party beneficiaries having rights under or with respect to this Agreement.

7.2 Assignment; Binding Effect. Except as otherwise specifically set forth herein, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, and any such assignment by a Party without prior written approval of the other Party will be deemed invalid and not binding on such other Party. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assigns.

7.3 Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and must be given either by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by facsimile transmission, to the intended recipient at the address set forth for the recipient on the signature page (or to such other address as any Party may give in a notice given in accordance with the provisions hereof). All notices, requests or other communications will be effective and deemed given only as follows: (a) if given by personal delivery, upon such personal delivery; (b)

if sent by certified or registered mail, on the fifth (5th) Business Day after being deposited in the United States mail; (c) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery; or (d) if sent by facsimile, upon the transmitter's confirmation of receipt of such facsimile transmission, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a Business Day, or is received on a day that is not a Business Day, then such notice, request or communication will not be deemed effective or given until the next succeeding Business Day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

7.4 Specific Performance; Remedies. Each Party acknowledges and agrees that the other Party would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise Breached. Accordingly, the Parties will be entitled to an injunction or injunctions to prevent Breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any state or federal court sitting in the State of California having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Nothing herein will be considered an election of remedies.

7.5 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

7.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of Law principles.

7.7 Amendment; Extensions; Waivers. No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by Buyer and Seller. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. No waiver by any Party of any Breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent Breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

7.8 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, however, that if any provision of this Agreement, as applied to any Party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to

delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

7.9 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transactions, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants.

7.10 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

7.11 Construction. This Agreement has been freely and fairly negotiated among the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. Any reference to any Law will be deemed also to refer to such Law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “include,” “includes,” and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty and covenant contained herein will have independent significance. If any Party has Breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not Breached will not detract from or mitigate the fact that the Party is in Breach of the first representation, warranty or covenant. Time is of the essence in the performance of this Agreement.

7.12 Schedules. The disclosures in the Schedules, and those in any supplement thereto, relate only to the representations and warranties in the section or paragraph of the Agreement to which they expressly relate and not to any other representation or warranty in this Agreement. If there is any inconsistency between the statements in the body of this Agreement and those in the Schedules (other than an exception expressly set forth in the Schedules with respect to a specifically identified representation or warranty), the statements in the body of this Agreement will control. Nothing in the Schedules will be deemed adequate to disclose an exception to a representation or warranty made herein, unless the Schedules identify the exception with reasonable particularity and describe the relevant facts in reasonable detail. The mere listing (or inclusion of a copy) of a document or other item in a Schedule will not be deemed adequate to disclose an exception to a representation or warranty made in this Agreement (unless the representation or warranty pertains to the existence of the document or other item itself).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

BUYER:

REN ACQUISITION, INC.

By: _____

Name: _____

Title: _____

Address: 16 Shorecliff Place
Great Neck, NY 11023

SELLER:

RENWOOD WINERY, INC.

By: _____

Name: _____

Title: _____

Address: 12225 Steiner Road
Plymouth, CA 95669

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

BUYER:

REN ACQUISITION, INC.

By: _____

Name: WILLIAM J. ROSS

Title: SECRETARY

Address: 16 Shorecliff Place
Great Neck, NY 11023

SELLER:

RENWOOD WINERY, INC.

By: _____

Name: _____

Title: _____

Address: 12225 Steiner Road
Plymouth, CA 95669

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

BUYER:

REN ACQUISITION, INC.

By: _____

Name: _____

Title: _____

Address: 16 Shorecliff Place
Great Neck, NY 11023

SELLER:

RENWOOD WINERY, INC

By:  _____

Name: Winston Mar

Title: Receiver

Address: 12225 Steiner Road
Plymouth, CA 95669

ACKNOWLEDGEMENT:

STATE OF NEW YORK

COUNTY OF _____)

On the ____ day of _____, ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me to on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary

ACKNOWLEDGMENT:

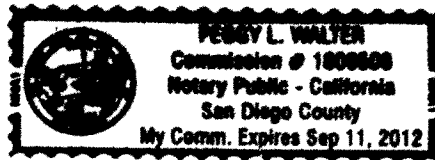
STATE OF CALIFORNIA

COUNTY OF San Diego)

On the 1 day of July, 2011 before me, the undersigned, personally appeared Winston Mar, ~~personally known to me~~ or proved to me to on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Peggy L. Walter (Seal)
Notary Peggy L. Walter

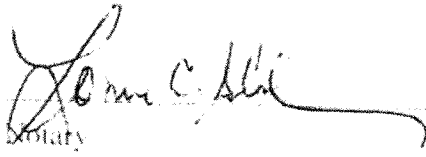


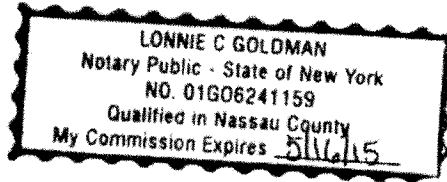
ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF Nassau

On the 18 day of July, 2014 before me, the undersigned, personally appeared Victor J. Buchbinder, personally known to me or proved to me to on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary



ACKNOWLEDGMENT:

STATE OF CALIFORNIA

COUNTY OF _____

On the _____ day of _____, _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me to on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)
Notary

SCHEDULES
[Attached]

SCHEDULE 2.1(a)(i)
MACHINERY AND EQUIPMENT

Renwood Winery
Asset List Dec 2010

Item	Description	Size/Model	Quantity
Tank	Insulated	20,304	1
Tank	Modern SS 2dr	12,848	12
Tank	Insulated	10,100	1
Tank	Insulated	8,000	2
Tank	Insulated	4,600	1
Tank	Insulated	4,200	3
Tank	Mueller 2dr	3,060	36
Tank	Mueller 1dr	3,060	12
Tank	Santa Rosa VC	1,542	6
Tank	Riger VC	1,542	6
Tank	Poly	2,400	1
Control Units	Ref Tech	Super-Stat	60
Press	Diemme	150	1
Press	Howard	52 PLE	1
Pumps	Waukasha	130	3
Pumps	Liveroni	3"	2
Pumps	M&D	2"	1
Pumps	Yamada	2"	3
DE Filter	Padovan	6 MQ	1
P&F filters	Seitz		3
Cartridge Filter	Supra Disk		1
Grape rec hopper	P&L	16"	1
Crusher	Delta	30	1
Grape sump	Carlsen		1
Air compressor	IR	15 hp	1
Glycol Chiller	Century	30 hp	1
Condenser	Bohn	15 hp	1
Evaporators	Bohn	Three fan	2
HVAC	Bryant	Gas-Pac	1
Bottle cleaner	Orbit		1
Bottle Filler/Corker	Bertolasso	20 spout	1
Cork Dispenser	Bertolasso		1
Screw Cap	Enomechanica	single	1
Cap dispenser	R&G		1
Cap Spinner	Bertolasso	8 head	1
Labeler	C&G	6 head	1
Laser	Markham	Smartlase	1
Label Applicator	Markham	Cimjet 200	1
Stretch Wrapper	Robopac		1
Tape Applicator	Best Pak		2
Steam Generator	ARS		1
Forklift	Toyota		1
Forklift	Caterpillar		1
Forklift	Hyster		1
Bin Dumpers			2

Renwood Winery
Asset List Dec 2010

Pallet Jacks			4
Micro Ox	Ox Box		1
Steam Cleaner	KEW		1
Boiler	Lars/Pennant	100,000 BTU	1
Barrel Racks	W Square		5,000
Barrel Washer	Beard Co		1
Ozone generator	Carlsen		1
Am Oak Barrels			1,720
French Oak barrels			400
Hungarian Oak BBI			195
Expedition SUV	Ford	2000	1
Flatbed Truck	Ford	F650	1
Sissor Lift	Genie	GS2646	1
Wastewater Pond	Pond	Six Acre Ft	1
Wastewater Lift St	Pumps		2
	Screen		1
	pH controller		1
	DO Meter		1
	Aerators		2
	Sump		1
	Pump and Filter		1

SCHEDULE 2.1(a)(ii)
INVENTORY

Renwood Winery, Inc.
Monthly Inventory Analysis: May 2011
(cases actual)

Black Cells => 24 m
 Blue Cells = < 6 m

Year	Lot #	Varietal	May-11		Annual Cases		Avg. Monthly Cases		Months	
			Case Inventory	Monthly Cases Sold	LTM 5/31/11	FY 2012E	LTM 5/31/11	FY 2012E	LTM 5/31/11	
ESTATE WINES										
	2006	06RWGP6A	2006 Grandpère 750ml	13		1,027	1,100	86	92	0.1
	2007	07RWGP6A	2007 Grandpere Zin 6/750ml	479		1,027	1,100	86	92	5.6
	2008	08RWGP6A	2008 Grandpere Zin 6/750ml	594		1,027	1,100	86	92	6.9
			Total	1,086	20					12.7
	2008	08RWBA6A	2008 Amador Barbera	2,179	258	676	600	56	50	38.7
	2006	06RWSY6A	2006 Amador Syrah 750ml	80		227	100	19	8	4.2
	2007	07RWSY6A	2007 Amador Syrah 6/750ml	528		227	100	19	8	27.9
	2008	08RWSY6A	2008 Amador Syrah	1,293		227	100	19	8	68.4
			Total	1,900	126					100.5
AMADOR COUNTY WINES										
	2007	07RWGM6A	2007 Grandmere Zin 6/750ml	309		580	1,000	48	83	6.4
	2008	08RWGM6A	2008 Grandmere Zinfandel 6/750ml	674		580	1,000	48	83	14.0
			Total	983	143					20.4
	2006	06RWFT2A	2006 Fiddletown Zin 750ml	351		1,031	1,100	86	92	4.1
	2008	08RWFT2A	2008 Fiddletown Zin 12/750	2,946		1,031	1,100	86	92	34.3
			Total	3,297	227					38.4
	2008	08RWJR6A	2008 Jack Rabbit Flat 750ml	1,275	14	1,250	1,600	104	133	12.2
	2006	06RWAZ2A	2006 Old Vine Zinfandel 750 ml	492	137	14,860	15,000	1,238	1,250	0.3
	2008	08RWAZ2C	2008 Old Vine Zinfandel 375ml	223	6	66	12	6	1	40.3
	2006	06RWAZ6B	2006 Old Vine Zinfandel 1.5L	7	0	1	12	0	1	140.6
DESSERT WINES										
	2009	09RWIC2C	2009 Amador Ice 12/375ml	1,217	15	417	300	35	25	35.0
	2008	08RWOM2C	2008 Orange Muscat 375ml	50		603	700	50	58	1.0
	2009	09RWOM2C	2009 Orange Muscat 375ml	760		603	700	50	58	15.1
			Total	810	13					16.1
	2006	06RWPO2A	2006 Sierra Port 12/750ml	497	2	172	200	14	17	34.6
RED LABEL										
	2007	07SSZN2A	2007 Red Label Zinfandel 750ml	3,330	405	18,661	18,300	1,555	1,525	20.0
	2007	07SSBA2A	2007 Red Label Barbera 750ml	80		3,209	3,600	267	300	0.3
	2008	08SSBA2A	2008 Red Label Barbera	5,287		3,209	3,600	267	300	19.8
			Total	5,367	291					20.1
	2008	08SSSY2A	2008 Red Label Syrah	4,282	216	2,889	3,300	241	275	17.8
	2007	07SSVI2A	2007 Red Label Viognier	3,598	152	2,169	1,900	181	158	19.9
	2009	09SSCB2A	2009 Red Label Cabernet	402	64	2,374	2,400	198	200	20.0
	2009	09SSCH2A	2009 Red Label Chardonnay	687	27	2,012	2,000	168	167	20.0
ACCOUNT SPECIFIC WINES										
	2007	07RWCV2A	2007 Cranky Old Vine 750ml	6,883		635	--	53	--	130.1
	2006	06RWCV2A	2006 Cranky Old Vine Zin 750ml	178		635	--	53	--	3.4
			Total	7,061	7					133.4
	2007	07RWLZ2A	2007 Lodi Zinfandel 750ml	2,185	0	1,907	--	159	--	13.7
	2007	07RWPS2A	2007 California Petite Sirah	63		853	1,100	71	92	0.9
	2009	09RWPS2A	2009 California Petite Sirah	1,288		853	1,100	71	92	18.1
			Total	1,351	2					19.0
	2006	06RWHS2A	2006 Hillside Syrah 750ml	525	0	126	--	11	--	49.9
	2006	06RWBZ2A	2006 BBQ Zinfandel 750 ml	644	0	1,428	--	119	--	6.3
	2006	06RWBS2A	2006 BBQ Syrah 750 ml	579	2	79	--	7	--	88.3
Total				42,685	2,125			4,162	3,802	

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Renwood Winery, Inc.
Case Wine Inventory as of 5/31/11
(\$ and cases actual)

Year	Lot #	Varietal	Wholesale	Quantity / Case	Cases	Bottles	Total Bottles	Total Cases	Cost / Bottle	Cost / Case	Inv. Value 5/31/11
2000	00BA2A	2000 Amador Barbera	Other	12	28	0	336	28	\$6.11	\$73.32	2,053
2000	00DA2A	RW D'Agostini 750ml	Other	12	10	18	138	12	4.09	49.07	564
2000	00FT2A	RW Fiddletown 750ml	Other	12	6	10	82	7	2.88	34.60	236
2000	00GM2A	RW Grandmere 750ml	Other	12	14	10	178	15	4.37	52.45	778
2000	00GP2A	RW Grandpere 750ml	Other	12	31	0	372	31	4.02	48.29	1,497
2000	00JR2A	RW Jack Rabbit 750ml	Other	12	8	0	96	8	4.07	48.79	390
2000	00SG2A	Sangiovese	Other	12	1	8	20	2	2.60	31.22	52
2000	00SY2A	Estate Syrah	Other	12	2	0	24	2	4.33	52.00	104
2000	00VI2A	R/W Viognier	Other	12	0	11	11	1	2.37	28.48	26
2001	01AZ1F	RW OV 6L	Other	1	0	41	41	41	38.14	38.14	1,564
2001	01AZ1G	RW OV 3L	Other	1	0	2	2	2	16.60	16.60	33
2001	01AZ2A	RW OV 750ml	Other	12	28	0	336	28	3.56	42.68	1,195
2001	01FT2A	RW Fiddletown 750ml	Other	12	18	2	218	18	3.38	40.56	737
2001	01GM2A	RW Grandmere 750ml	Other	12	2	9	33	3	3.49	41.85	115
2001	01GP1G	RW Grandpere 3L	Other	1	0	1	1	1	44.39	44.39	44
2001	01GP2A	RW Grandpere 750ml	Other	12	0	1	1	0	3.92	47.04	4
2001	01SG2A	RW Sangiovese 750ml	Other	12	0	6	6	1	3.76	45.16	23
2001S	01SS2A	Sierra Syrah 750ml	Other	12	2	7	31	3	0.09	1.07	3
2001	01ZC6A	Zin Collection	Other	1	1	0	1	1	21.21	21.21	21
2002	02AZ1F	2002 OV Zin 6L	Other	1	0	8	8	8	44.36	44.36	355
2002	02FT2A	RW Fiddletown 750ml	Other	12	2	10	34	3	3.30	39.60	112
2002	02GM1F	RW Grandmere 6L	Other	1	0	2	2	2	68.20	68.20	136
2002	02GM6A	RW Grandmere 6 pack	Other	6	202	3	1,215	203	4.84	29.04	5,880
2002	02GP1F	RW Grandpere 6L	Other	1	0	1	1	1	50.80	50.80	51
2002	02GP1G	RW Grandpere 3L	Other	1	0	7	7	7	29.60	29.60	207
2002	02GP6A	RW Grandpere 6 pack	Other	6	115	5	695	116	3.71	22.24	2,576
2002G	02GZ2A	Gold Rush Zin 750ml	Other	12	1	0	12	1	1.67	20.00	20
2002	02JR1G	RW Jack Rabbit 3L	Other	1	0	1	1	1	32.60	32.60	33
2002	02JR6A	RW Jack Rabbit 750ml	Other	6	4	1	25	4	6.65	39.88	166
2002	02RC6A	Renwood Collection	Other	1	2	0	2	2	22.22	22.22	44
2002SN	02SO2A	Santino Old Vine Zin 750ml	Other	12	1	5	17	1	4.36	52.38	74
2002S	02SS2A	Sierra Syrah 750ml	Other	12	29	9	357	30	2.64	31.65	942
2002	02SY6A	Estate Syrah 6 Pak	Other	6	7	5	47	8	3.70	22.21	174
2002S	02SZ2A	Sierra Zin 750ml	Other	12	2	0	24	2	3.00	36.00	72
2002	02VI2A	RW Viognier 750ml	Other	12	1	1	13	1	2.86	34.32	37
2003	03FT1G	Fiddletown 3L	Other	1	0	1	1	1	42.60	42.60	43
2003	03FT2A	Fiddletown 750ml	Other	12	12	10	154	13	4.38	52.61	675
2003	03GM1F	Grandmere 6L	Other	1	0	1	1	1	74.00	74.00	74
2003	03GM1G	Grandmere 3L	Other	1	0	1	1	1	46.17	46.17	46
2003	03GM6A	Grandmere 6 pack	Other	6	1	8	14	2	3.15	18.88	44
2003	03GP1F	Grandpere 6L	Other	1	0	3	3	3	70.20	70.20	211
2003	03GP1G	Grandpere 3L	Other	1	0	1	1	1	44.42	44.42	44
2003	03GP6A	Grandpere 6 pack	Other	6	77	0	462	77	7.88	47.28	3,641
2003	03IC2C	Amador Ice 375ml	Other	12	0	1	1	0	4.07	48.84	4
2003	03JR1F	Jack Rabbit Flat 6L	Other	1	0	2	2	2	72.00	72.00	144
2003	03JR6A	Jack Rabbit Flat 6Pack	Other	6	22	3	135	23	5.59	33.54	755
2003	03RWAZ1F	Old Vine Zin 6L	Other	1	0	3	3	3	60.00	60.00	180
2003	03RWAZ2A	Old Vine Zin 750ml	Other	12	84	0	1,008	84	4.41	52.94	4,447
2003	03RWAZ2C	Old Vine Zin 375ml	Other	12	0	7	7	1	1.94	23.33	14
2003	03RWAZ2B	Old Vine Zin 1.5L	Other	6	36	4	220	37	11.14	66.87	2,452
2003	03RWRC6A	Renwood Collection	Other	6	2	0	12	2	5.07	30.39	61
2003SN	03SASY2A	Santino Sierra Syrah 750ml	Other	12	0	9	9	1	4.66	55.96	42
2003S	03SS2A	Sierra Series Syrah 750ml	Other	12	1	8	20	2	3.67	44.02	73
2003S	03SZ2A	Sierra Zin 750ml	Other	12	0	3	3	0	3.85	46.24	12
2004	04RWAZ1G	Old Vine 3L	Other	1	0	3	3	3	25.63	25.63	77
2004	04RWAZ2A	Old Vine 750ml	Other	12	0	2	2	0	5.63	67.50	11
2004	04RWGM6A	Grandmere 750ml	Other	6	168	0	1,008	168	6.63	39.78	6,683
2004	04RWPO2A	2004 Sierra Foothills Port 750	Other	12	24	2	290	24	5.56	66.66	1,611
2004	04RWRC6A	Renwood Collection	Other	6	3	0	18	3	6.15	36.92	111
2004	04RWSY6A	RW Estate Syrah	Other	6	13	2	80	13	7.40	44.39	592
2004S	04SSZN2A	Red Label Zinfandel	Other	12	0	10	10	1	3.50	42.00	35
2004S	04SV2A	Select Viognier	Other	12	0	7	7	1	4.22	50.64	30
2005	05RWBA6A	Barbera 6 Pack	Other	6	1	0	6	1	5.42	32.49	32
2005	05RWFT2A	Fiddletown 750 ml	Other	12	102	9	1,233	103	4.15	49.75	5,112
2005	05RWGM6A	2005 Grandmere Zinfandel	Other	6	18	0	108	18	5.36	32.17	579
2005	05RWGP6A	2005 Grandpere 6 Pack	Other	6	2	0	12	2	6.12	36.73	73
2005	05RWIC2C	Amador Ice 375ml	Other	12	8	10	106	9	6.14	73.62	650
2005	05RWJR6A	2005 Jack Rabbit Flat 6 pack	Other	6	2	4	16	3	5.49	32.94	88
2005	05RWLZ2A	2005 Lodi Zinfandel 750 ml	Other	12	0	2	2	0	1.96	23.52	4
2005	05RWQZ2A	2005 OFV Zinfandel 750 ml	Other	12	4	5	53	4	4.45	53.37	236
2005	05RWPO2A	2005 Sierra Foothills Port 750n	Other	12	943	11	11,327	944	6.00	72.03	67,988

Renwood Winery, Inc.

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(\$ and cases actual)

Year	Lot #	Varietal	Wholesale	Quantity / Case	Cases	Bottles	Total Bottles	Total Cases	Cost / Bottle	Cost / Case	Inv. Value 5/31/11	
2005	05RWRC6A	2005 Zin Collection	Other		6	63	0	378	63	5.33	31.99	2,015
2005	05RWSY6A	2005 Amador County Syrah 75	Other		6	146	4	880	147	5.22	31.35	4,598
2005SN	05SACZ2A	2005 Santino CA Zin	Other		12	30	11	371	31	2.19	26.23	811
2005SN	05SAOZ2A	2005 Santino OFV Zin	Other		12	90	5	1,085	90	4.60	55.16	4,987
2005SN	05SAPL2A	Santino Petite Syrah 750	Other		12	4	11	59	5	2.16	25.92	127
2005S	05SSBA2A	Sierra Series Barbera	Other		12	(2)	(1)	(25)	(2)	0.18	2.12	(4)
2005S	05SSPG2A	Red Label Pinot Grigio	Other		12	0	8	8	1	1.23	14.76	10
2005S	05SSSY2A	Red Label Syrah 750ml	Other		12	2	0	24	2	4.40	52.85	106
2005S	05SSZN2A	Zinfandel Red Label	Other		12	1	6	18	2	0.80	9.57	14
2005	05WCGZ2A	2005 Wine Club Sea of Grapes	Other		12	0	8	8	1	4.08	48.99	33
2005	05WCTE2A	2005 Wine Club Tempranillo	Other		12	2	7	31	3	3.55	42.59	110
2005	05WCVZ2A	2005 Wine Club VR Zinfandel	Other		12	0	2	2	0	5.32	63.84	11
2006	06RWAZ1G	2006 Old Vine Zinfandel 3L	Other		1	0	4	4	4	60.60	60.60	242
2006	06RWAZ2A	2006 Old Vine Zinfandel 750 m W			12	491	6	5,898	492	5.22	62.67	30,802
2006	06RWAZ2C	2006 Old Vine Zinfandel 375ml	Other		12	13	10	166	14	3.17	37.99	526
2006	06RWAZ6B	2006 Old Vine Zinfandel 1.5L	W		6	6	5	41	7	11.67	69.99	478
2006	06RWBS2A	2006 BBQ Syrah 750 ml	W		12	577	19	6,943	579	4.17	50.05	28,959
2006	06RWBZ2A	2006 BBQ Zinfandel 750 ml	W		12	644	0	7,728	644	4.49	53.87	34,694
2006	06RWCV2A	2006 Cranky Old Vine Zin 750r	W		12	177	9	2,133	178	4.69	56.33	10,013
2006	06RWF2A	2006 Fiddletown Zin 750ml	W		12	350	14	4,214	351	4.83	57.91	20,338
2006	06RWGM6A	2006 Grandmère 750ml	Other		6	11	3	69	12	4.65	27.87	321
2006	06RWGP6A	2006 Grandpère 750ml	W		6	13	(3)	75	13	6.59	39.55	494
2006	06RWHS2A	2006 Hillside Syrah 750ml	W		12	524	7	6,295	525	3.51	42.16	22,116
2006	06RWIC2C	2006 Amador Ice 375ml	Other		12	13	0	156	13	6.05	72.60	944
2006	06RWJR6A	2006 Jack Rabbit Flat 750ml	Other		6	4	0	24	4	6.42	38.54	154
2006	06RWPO2A	2006 Sierra Port 12/750ml	W		12	497	0	5,964	497	5.68	68.18	33,888
2006	06RWSY6A	2006 Amador Syrah 750ml	W		6	80	0	480	80	5.31	31.89	2,551
2006SN	06SABA2A	2006 Santino Barbera	Other		12	0	(1)	(1)	(0)	5.58	66.96	(6)
2006SN	06SAMR2A	2006 Santino Med 750	Other		12	142	10	1,714	143	5.93	71.16	10,165
2006SN	06SAPG2A	2006 Santino PG 750	Other		12	88	10	1,066	89	4.89	58.72	5,216
2006SN	06SAPR2A	2006 Santino Primitivo	Other		12	4	(6)	42	4	4.84	58.05	203
2006SN	06SATE2A	2006 Santino Tempranillo	Other		12	4	20	68	6	5.04	60.47	343
2006SN	06SAZN2A	2006 Santino SF Zin 750	Other		12	1	0	12	1	3.71	44.47	44
2006S	06SSBA2A	2006 Red Label Barb 750	Other		12	101	11	1,223	102	3.47	41.67	4,246
2006	06SSPG2A	2006 Red Label Pinot	Other		12	0	8	8	1	2.57	30.84	21
2006	06SSVI2A	2006 Red Label Viogner	Other		12	2	7	31	3	2.61	31.36	81
2006	06SSZN2A	2006 Red Label Zinfandel 750r	Other		12	7,879	12	94,560	7,880	3.75	44.99	354,521
2006	06WCBA2A	2006 WC Veauta Barbera 750r	Other		12	(5)	(4)	(64)	(5)	0.81	9.69	(52)
2006	06WCCS2A	2006 Wine Club Crain-Sleeper	Other		12	0	(9)	(9)	(1)	5.98	71.77	(54)
2006	06WCGZ2A	2006 Wine Club Sea of Grapes	Other		12	3	4	40	3	5.76	69.08	230
2006	06WCPG2A	2006 Wine Club Pinot Grigio	Other		12	0	6	6	1	5.44	65.28	33
2006	06WCSY2A	2006 WC Sarah's Syrah 750ml	Other		12	137	4	1,648	137	5.00	60.01	8,241
2006	06WCTE2A	2006 WC Tempranillo 750ml	Other		12	1	0	12	1	5.11	61.34	61
2006	06WCVI2A	2006 Wine Club Viogner	Other		12	129	4	1,552	129	6.10	73.22	9,470
2006	06WCVZ2A	2006 WC Kelly's Block Zin 750	Other		12	4	8	56	5	5.25	62.95	294
2007	07CAMR2A	2007 Cabana MRed	Other		12	5,805	8	69,668	5,806	3.28	39.32	228,260
2007	07KLG2A	2007 Kirkland Grandmere	Other		12	2	0	24	2	4.31	51.66	103
2007	07RWBA6A	2007 Amador Barbera 6/750ml	Other		6	10	3	63	11	0.01	0.06	1
2007	07RWCV2A	2007 Cranky Old Vine 750ml	W		12	6,882	12	82,596	6,883	3.29	39.47	271,700
2007	07RWGM6A	2007 Grandmere Zin 6/750ml	W		6	308	4	1,852	309	0.01	0.06	18
2007	07RWGP6A	2007 Grandpère Zin 6/750ml	W		6	479	2	2,876	479	0.00	0.00	1
2007	07RWIC2C	2007 Amador Ice 375	Other		12	12	3	147	12	5.33	63.93	783
2007	07RWJR6A	2007 Jack Rabbit Flat 6/750ml	Other		6	12	3	75	13	0.01	0.08	1
2007	07RWLZ2A	2007 Lodi Zinfandel 750ml	W		12	2,185	1	26,221	2,185	2.71	32.54	71,107
2007	07RWOM2C	2007 Orange Muscat 375	Other		12	2	7	31	3	(1.78)	(21.38)	(55)
2007	07RWPL2A	2007 Lodi Petit Syrah	Other		12	24	10	298	25	2.19	26.29	653
2007	07RWPS2A	2007 California Petite Sirah	W		12	62	12	756	63	3.34	40.06	2,524
2007	07RWSY6A	2007 Amador Syrah 6/750ml	W		6	527	3	3,165	528	0.01	0.05	26
2007SN	07SAMC2C	2007 Santino Muscat Ca	Other		12	151	13	1,825	152	1.82	21.81	3,317
2007SN	07SARO2A	2007 Santino Rosato	Other		12	137	4	1,648	137	3.03	36.36	4,996
2007	07SSBA2A	2007 Red Label Barbera 750ml	W		12	79	7	955	80	3.45	41.40	3,295
2007	07SSSY2A	2007 Red Label Syrah 750ml	Other		12	104	2	1,250	104	3.36	40.37	4,205
2007	07SSVI2A	2007 Red Label Viogner	W		12	3,598	0	43,176	3,598	2.16	25.89	93,136
2007	07SSZN2A	2007 Red Label Zinfandel 750r	W		12	3,330	4	39,964	3,330	3.42	41.02	136,595
2007	07WCBA2A	2007 WC Veauta Barbera 750r	Other		12	71	3	855	71	4.15	49.77	3,546
2007	07WCCS2A	2007 WC Crain-Sleeper 750ml	Other		12	16	6	198	17	4.17	50.07	826
2007	07WCFT2A	2007 WC Fiddletown Zinfandel	Other		12	116	4	1,396	116	4.03	48.38	5,628
2007	07WCKZ2A	2007 WC Kirkland Zinfandel 75	Other		12	129	8	1,556	130	3.78	45.39	5,886
2007	07WCPG2A	2007 WC Pinot Grigio 750ml	Other		12	42	8	512	43	3.12	37.47	1,599
2007	07WCPR2A	2007 Wine Club VR Primitivo 7	Other		12	15	0	180	15	4.05	48.55	728
2007	07WCPS2A	2007 Wine Club Petite Sirah 7	Other		12	191	0	2,292	191	3.49	41.93	8,008

Renwood Winery, Inc.

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Year	Lot #	Varietal	Wholesale	Quantity / Case	Cases	Bottles	Total Bottles	Total Cases	Cost / Bottle	Cost / Case	Inv. Value 5/31/11
2007	07WCSY2A	2007 Wine Club Syrah 750ml	Other	12	215	9	2,589	216	3.81	45.72	9,865
2007	07WCTE2A	2007 WC Tempranillo 750ml	Other	12	127	5	1,529	127	4.11	49.28	6,280
2007	07WCVZ2A	2007 Wine Club Veauta Zin 750ml	Other	12	134	8	1,616	135	4.14	49.65	6,686
2008	08CAMW2A	2008 Cabana Med White 12/750	Other	12	6,279	3	75,351	6,279	2.11	25.34	159,088
2008	08KLG2A	2008 Kirkland Grandmere	Other	12	9	0	108	9	3.80	45.65	411
2008	08RWAZ2C	2008 Old Vine Zinfandel 375ml	W	12	222	11	2,675	223	2.66	31.93	7,118
2008	08RWBA6A	2008 Amador Barbera	W	6	2,179	2	13,076	2,179	4.70	28.18	61,421
2008	08RWFT2A	2008 Fiddletown Zin 12/750	W	12	2,946	(6)	35,346	2,946	3.69	44.26	130,379
2008	08RWGM6A	2008 Grandmere Zinfandel 6/750	W	6	674	2	4,046	674	4.79	28.76	19,394
2008	08RWGP6A	2008 Grandpere Zin 6/750ml	W	6	593	6	3,564	594	5.69	34.11	20,264
2008	08RWIC2C	2008 Amador Ice 375ml	Other	12	9	0	108	9	4.36	52.32	471
2008	08RWJR6A	2008 Jack Rabbit Flat 750ml	W	6	1,274	3	7,647	1,275	5.45	32.70	41,682
2008	08RWOM2C	2008 Orange Muscat 375ml	W	12	49	6	594	50	2.36	28.29	1,400
2008	08RWSY6A	2008 Amador Syrah	W	6	1,292	3	7,755	1,293	4.52	27.12	35,055
2008	08SHMC2A	2008 Muscat Canelli Shiners	Other	12	238	0	2,856	238	2.45	29.37	6,991
2008	08SHSE2A	2008 Semillon Shiners 750ml	Other	12	145	11	1,751	146	2.96	35.51	5,182
2008	08SSBA2A	2008 Red Label Barbera	W	12	5,287	4	63,448	5,287	3.57	42.89	226,780
2008	08SSCB2A	2008 Red Label Cabernet	Other	12	13	6	162	14	2.47	29.70	401
2008	08SSSY2A	2008 Red Label Syrah	W	12	4,281	6	51,378	4,282	3.08	36.92	158,068
2008	08WCCS2A	2008 WC Crain-Sleeper Zin	Other	12	182	2	2,186	182	4.09	49.07	8,939
2008	08WCGZ2A	2008 WC Sea of Grapes Zin	Other	12	205	8	2,468	206	4.45	53.43	10,989
2008	08WCPR2A	2008 WC Veauta Primitivo	Other	12	210	(3)	2,517	210	3.65	43.75	9,176
2008	08WCPS2A	2008 WC Petite Sirah	Other	12	214	6	2,574	215	3.78	45.32	9,721
2008	08WCTE2A	2008 WC Tempranillo	Other	12	163	0	1,956	163	4.77	57.25	9,332
2008	08WCVZ2A	2008 WC Veauta Zinfandel	Other	12	213	10	2,566	214	3.88	46.59	9,964
2009	09RWIC2C	2009 Amador Ice 12/375ml	W	12	1,216	9	14,601	1,217	3.53	42.40	51,592
2009	09RWOM2C	2009 Orange Muscat 375ml	W	12	759	12	9,120	760	2.72	32.58	24,762
2009	09RWPS2A	2009 California Petite Sirah	W	12	1,288	(1)	15,455	1,288	3.00	36.06	46,440
2009	09SSCB2A	2009 Red Label Cabernet	W	12	401	11	4,823	402	2.33	28.01	11,259
2009	09SSCH2A	2009 Red Label Chardonnay	W	12	685	21	8,241	687	1.61	19.26	13,229
2009	09WCPG2A	2009 Roberto's Pinot Grigio	Other	12	695	6	8,346	696	3.34	40.03	27,842
2009	09WCVI2A	2009 Clos Rene Viognier	Other	12	979	6	11,754	980	3.00	35.97	35,228
1989N	89AZ6B	1989 SN Amdr Zin 1.5L	Other	6	0	3	3	1	6.20	37.20	19
1989N	89ST6B	1989 SN Satyricon 1.5L	Other	6	0	2	2	0	12.00	72.00	24
1989N	89TZ2C	1989 Santino Zinfandel	Other	12	0	7	7	1	4.68	56.16	33
1993N	93AZ2A	1993 Amdr Old Vine Zin	Other	12	13	11	167	14	3.67	44.05	613
1993	93BA2A	1993 BARBERA	Other	12	1	21	33	3	3.81	45.66	126
1993	93FT2A	RW Fiddletown 750ml	Other	12	5	22	82	7	3.71	44.53	304
1993	93GP2A	RW Grandpere 750ml	Other	12	22	0	264	22	3.73	44.73	984
1993	93IC2C	1993 Amdr ICE	Other	12	6	0	72	6	3.88	46.55	279
1993	93SG2A	1993 SANGIOVESE	Other	12	2	10	34	3	3.28	39.35	112
1993	93SY2A	1993 SYRAH	Other	12	1	19	31	3	3.08	37.00	96
1993	93VI2A	1993 RW VIOGNIER	Other	12	0	1	1	0	3.00	36.00	3
1994	94AZ2A	1994 OLD VINE	Other	12	16	11	203	17	3.58	42.98	727
1994	94AZ6B	1994 Amdr Old Vine 1.5L	Other	6	0	2	2	0	5.90	35.40	12
1994	94BA2A	1994 BARBERA	Other	12	6	11	83	7	3.49	41.86	290
1994	94BR2A	1994 Barbera Reserve	Other	12	4	1	49	4	3.49	41.87	171
1994	94FT2A	RW Fiddletown 750ml	Other	12	13	11	167	14	3.77	45.27	630
1994	94GM2A	RW Grandmere 750ml	Other	12	11	0	132	11	3.25	39.00	429
1994	94GP2A	RW Grandpere 750ml	Other	12	27	7	331	28	3.91	46.88	1,293
1994	94SG2A	1994 SANGIOVESE	Other	12	3	17	53	4	4.00	48.00	212
1994	94SY2A	1994 SYRAH	Other	12	7	0	84	7	3.13	37.55	263
1994	94VI2A	1994 Viognier	Other	12	0	1	1	0	1.00	12.00	1
1995	95AZ6B	1995 Amador Zin 1.5L	Other	6	25	0	150	25	6.65	39.88	997
1995	95BA2A	1995 BARBERA	Other	12	4	22	70	6	3.33	39.96	233
1995	95BR2A	1995 Reserve Barbera	Other	12	45	9	549	46	5.64	67.66	3,095
1995	95FT2A	RW Fiddletown 750ml	Other	12	60	11	731	61	3.89	46.74	2,847
1995	95GM6B	1995 Grandmere 1.5L	Other	6	3	7	25	4	6.79	40.76	170
1995	95GP2A	RW Grandpere 750ml	Other	12	9	18	126	11	4.09	49.10	516
1995	95JR2A	RW Jack Rabbit 750ml	Other	12	4	11	59	5	3.78	45.36	223
1995	95PC2A	Colheita Port	Other	12	8	0	96	8	4.53	54.40	435
1995	95PO6A	1995 Port 6/Wooden Box	Other	6	1	0	6	1	3.00	18.00	18
1995	95SG2A	1995 SANGIOVESE	Other	12	11	11	143	12	3.51	42.13	502
1995	95SY2A	1995 SYRAH	Other	12	2	18	42	4	4.00	48.00	168
1996	96AZ2A	1996 OLD VINE Zin	Other	12	99	10	1,198	100	3.43	41.10	4,103
1996	96BA2A	1996 BARBERA	Other	12	12	0	144	12	2.34	28.08	337
1996	96DA2A	RW D'Agostini 750ml	Other	12	0	3	3	0	4.29	51.52	13
1996	96FT2A	RW Fiddletown 750ml	Other	12	4	1	49	4	3.26	39.18	160
1996	96GP2A	RW Grandpere 750ml	Other	12	43	10	526	44	3.77	45.18	1,981
1996	96IC2C	1996 ICE WINE	Other	12	6	0	72	6	4.79	57.51	345
1996	96JR2A	RW Jack Rabbit 750ml	Other	12	52	11	635	53	4.46	53.52	2,832

Renwood Winery, Inc.

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1996	96PC2A	Colheita Port	Other	12	17	0	204	17	4.51	54.15	920
1996	96SG2A	1996 SANGIOVESE	Other	12	20	0	240	20	1.63	19.58	392
1996	96SY2A	1996 SYRAH	Other	12	1	12	24	2	3.88	46.58	93
1997	97AZ2A	1997 OLD VINE ZIN	Other	12	45	0	540	45	3.81	45.76	2,059
1997	97DA2A	RW D'Agostini 750ml	Other	12	1	10	22	2	3.51	42.13	77
1997	97FT2A	RW Fiddletown 750ml	Other	12	6	11	83	7	3.14	37.73	261
1997	97GM2A	RW Grandmere 750ml	Other	12	0	11	11	1	3.88	46.56	43
1997	97GP2A	RW Grandpere 750ml	Other	12	21	8	260	22	4.66	55.87	1,211
1997	97JR2A	RW Jack Rabbit 750ml	Other	12	0	11	11	1	3.85	46.18	42
1997	97LB2A	1997 Linstead Barbera	Other	12	0	6	6	1	3.50	42.00	21
1998	98AZ2A	RW OV 750ml	Other	12	13	11	167	14	3.08	37.00	515
1998	98DA2A	RW D'Agostini 750ml	Other	12	25	0	300	25	4.60	55.24	1,381
1998	98FT2A	RW Fiddletown 750ml	Other	12	10	0	120	10	0.28	3.34	33
1998	98GP2A	RW Grandpere 750ml	Other	12	29	2	350	29	3.00	36.00	1,050
1998	98IC2C	1998 ICE WINE	Other	12	2	4	28	2	4.73	56.74	132
1998	98JR2A	RW Jack Rabbit 750ml	Other	12	13	0	156	13	4.79	57.53	748
1998	98LB2A	1998 Linstead Barbera	Other	12	11	0	132	11	3.36	40.32	444
1998	98RWPC2A	1998 Colheita Port	Other	12	196	10	2,362	197	6.46	77.52	15,259
1999	99AZ2A	RW OV 750ml	Other	12	25	9	309	26	3.29	39.45	1,016
1999	99BA2A	R/W Barbera	Other	12	6	0	72	6	3.26	39.12	235
1999	99DA2A	RW D'Agostini 750ml	Other	12	26	4	316	26	4.59	55.06	1,450
1999	99FT2A	RW Fiddletown 750ml	Other	12	9	0	108	9	3.17	38.00	342
1999	99GP2A	R/W Grandpere	Other	12	32	11	395	33	3.50	42.05	1,384
1999	99JR2A	RW Jack Rabbit 750ml	Other	12	0	10	10	1	3.60	43.20	36
1999S	99SS2A	1999 RW Sierra Syrah	Other	12	2	0	24	2	3.10	37.17	74
1999	99SY2A	1999 Renwood Syrah	Other	12	7	0	84	7	1.86	22.36	157
1999S	99SZ2A	1999 RW Sierra Zin	Other	12	0	10	10	1	3.13	37.56	31
	NV NVGRRE2A	Non Vintage Gold Rush Red	Other	12	0	5	5	0	2.98	35.81	15
	NV NVPO2A	Non Vintage Port	Other	12	14	0	168	14	3.42	41.07	575
				72,787	1,272	824,445	72,976	3.37	--	2,777,472	

Renwood Winery, Inc.

Bulk Wine Inventory as of 5/31/11

(\$ and cases actual)

Year	Lot #	Wine	Total Gallons	Cost / Gallon	Inv. Value 5/31/11
2003	03PTJV	Port	240	\$12.76	3,063
2004	04COLHEIT	Port	236	22.05	5,204
2005	05BBSF	Barbera	15	16.35	245
2005	05COLHEIT	Port	300	14.41	4,324
2006	06PORT	Port	2,040	17.54	35,787
2006	06PORTTR	Port	354	17.67	6,256
2007	07MDRD	Red Table	4,604	12.21	56,238
2007	07PTTR	Port	1,860	18.50	34,411
2007	07SZTCJV	Port	712	17.18	12,230
2007	07TPBATR	Port	960	14.24	13,668
2008	08AMTR	Amaduro	10,104	12.93	130,686
2008	08BATR	Bastardo	240	14.63	3,512
2008	08NB JV	Nebbiolo	120	13.05	1,566
2008	08SRJV	Syrah	3,069	16.86	51,734
2008	08SZTCJV	Souzao	1,080	16.56	17,882
2008	08ZNGS	Zinfandel	300	20.80	6,240
2008	08ZNOV1	Zinfandel	13,089	15.03	196,732
2008	08ZNR1	Zinfandel	37,197	12.65	470,618
2009	09BATR	Bastardo	120	34.86	4,184
2009	09BBOL	Barbera	1,206	21.49	25,918
2009	09BBVT11	Barbera	3,069	21.81	66,942
2009	09BBVTOL	Barbera	3,069	21.81	66,945
2009	09PMTR4	Primitivo	6,138	21.38	131,233
2009	09PMVT6	Primitivo	1,408	22.05	31,042
2009	09PTTR	Port	1,980	34.43	68,178
2009	09SRIC	Syrah	3,069	21.41	65,709
2009	09SRVT13	Syrah	3,069	21.99	67,480
2009	09TPTR	Tempranillo	3,069	23.09	70,853
2009	09ZNDK	Zinfandel	3,069	20.74	63,662
2009	09ZNEST	Zinfandel	3,069	22.65	69,504
2009	09ZNEST1	Zinfandel	3,069	22.69	69,633
2009	09ZNHK	Zinfandel	3,069	21.00	64,459
2009	09ZNLS	Zinfandel	3,069	21.00	64,463
2009	09ZNMVVT	Zinfandel	3,069	20.97	64,360
2009	09ZNOE	Zinfandel	3,069	21.44	65,812
2009	09ZNOEDK	Zinfandel	3,069	21.59	66,266
2009	09ZNPMTTR	Zinfandel	3,069	21.07	64,679
2009	09ZNTR4/9	Zinfandel	6,138	21.11	129,600
2009	09ZNV1	Zinfandel	3,069	21.03	64,530
2009	09ZNV10/7	Zinfandel	6,138	21.59	132,503
2009	09ZNZNDK	Zinfandel	3,069	20.90	64,133
2009	09ZNZNHT	Zinfandel	6,138	21.01	128,935
2010	10SRIC	Syrah	4,140	25.24	104,487
2010	10ZNDF	Zinfandel	1,260	26.87	33,860
2010	10ZNDK	Zinfandel	4,185	26.39	110,427
2010	10ZNEST	Zinfandel	2,574	23.34	60,071
2010	10ZNFMHK	Zinfandel	1,737	26.78	46,509
2010	10ZNHK	Zinfandel	1,560	26.96	42,051
2010	10ZNLS	Zinfandel	4,501	27.16	122,269
2010	10ZNOE	Zinfandel	4,656	26.90	125,232
2010	10ZNZNH	Zinfandel	5,149	26.67	137,334
2010	10ZNZNT	Zinfandel	5,794	26.40	152,951
Total			190,446	19.41	3,696,608

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
 (actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
1 Amador Barbera	108	44	105	59	142	86	83	122	94	184	88	66
2 Amador Barbera 375	3	27	5	9	4	26	2	14	3	3	2	7
3 Amador Nebbiolo	0	0	0	0	0	0	0	0	0	0	0	0
4 Amador Sangiovese	10	28	12	8	93	10	7	5	7	21	8	(6)
5 Amador Syrah	15	7	47	58	51	52	25	19	18	77	16	(4)
6 Amador Viognier	21	4	15	15	31	26	21	6	22	9	8	(7)
7 BBQ Syrah	0	0	0	0	0	0	0	0	0	0	0	14
8 BBQ Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
9 Clos Rene Viognier	0	0	0	0	0	0	0	0	0	0	0	0
10 Cranky Old Vine	0	0	0	0	0	0	0	0	0	0	0	0
11 D'Agostini Bros.	7	(11)	4	5	44	29	35	40	47	201	59	25
12 Fiddletown	108	219	329	53	1,362	441	22	1,094	235	1,732	83	95
13 Fiddletown 375	5	31	23	1	5	82	10	9	14	59	1	(3)
14 Gold Rush Red	0	0	0	0	0	0	0	0	0	0	0	0
15 Gold Rush Zin	280	0	840	0	0	0	0	0	0	0	0	0
16 Grandmere	78	98	157	154	180	88	108	81	131	107	163	199
17 Grandpere	82	45	226	135	266	201	83	107	91	297	97	145
18 Hillside Syrah	0	0	0	0	0	0	0	0	0	0	0	0
19 Ice Wine	8	8	41	1	0	218	61	186	134	247	141	49
20 Jack Rabbit Flat	89	24	100	40	80	100	83	138	142	166	89	63
21 Kirkland Grandmere	0	0	0	0	0	0	0	0	0	0	0	0
22 Linsteadt Barbera	0	0	0	0	0	0	0	0	0	0	0	0
23 Lodi Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
24 Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
25 Mediterranean White	0	0	0	0	0	0	0	0	0	0	0	0
26 Muscat	56	187	109	52	143	71	105	78	9	41	20	22
27 OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
28 Old Vine	1,426	1,108	1,648	1,251	2,105	2,815	679	1,094	1,288	2,317	2,511	1,573
29 Old Vine 1.5	0	0	0	0	0	0	0	0	0	0	0	16
30 Old Vine 375	104	60	82	82	128	58	27	74	32	172	65	42
31 Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
32 Port	44	24	61	34	48	15	27	18	18	31	62	42
33 Port 375	15	13	4	3	2	10	0	5	0	0	0	0
34 Red Label Barbera	0	0	0	0	0	0	0	0	0	0	0	0
35 Red Label Cabernet Sauvignon	0	0	0	0	0	0	0	0	0	0	0	0
36 Red Label Chardonnay	0	0	0	0	0	0	0	0	0	0	0	0
37 Red Label Dry Rose	0	0	0	0	0	0	0	0	0	0	0	0
38 Red Label Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
39 Red Label Syrah	0	0	0	0	0	0	0	0	0	0	0	0
40 Red Label Viognier	0	0	0	0	0	0	0	0	0	0	0	0
41 Red Label Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
42 Roberto's Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
43 Santino Barbera	0	0	0	0	0	0	0	0	0	0	0	0
44 Santino California Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
45 Santino Fiddletown Zin	0	0	0	0	0	0	0	180	0	6	0	0
46 Santino Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
47 Santino Muscat Canelli	0	0	0	0	0	0	0	0	0	0	0	0
48 Santino OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
49 Santino Old Vine Zin	0	0	0	0	0	0	0	600	154	376	288	720
50 Santino Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
51 Santino Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
52 Santino Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
53 Santino Rosato	0	0	0	0	0	0	0	0	0	0	0	0
54 Santino Salyicon	2	0	12	4	0	0	0	0	0	0	0	0

Renwood Winery, Inc.

Monthly Cases Shipped by SKU

(factual cases)

LTM Calculator (0=No, 1=Yes)

Current Month (0=No, 1=Yes)

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
55 Santino Sierra Syrah	0	0	0	0	0	0	0	540	0	120	600	240
56 Santino Sierra Zinfandel	0	0	0	0	0	0	1,320	0	0	120	0	300
57 Santino Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
58 Santino Tempranillo	0	0	0	0	0	0	0	0	0	0	0	0
59 Santino Viognier	0	0	0	0	0	0	0	0	0	0	0	0
60 Santino Zinfandel	36	34	5	386	433	0	0	0	43	0	0	0
61 Satyricon Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
62 Satyricon Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
63 Satyricon Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
64 Satyricon Viognier	0	0	0	0	0	0	0	0	0	0	0	0
65 Satyricon Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
66 Select Barbera	0	0	0	0	0	0	0	0	195	631	247	254
67 Select Pinot Grigio	109	165	0	0	0	0	665	343	225	467	188	104
68 Select Syrah Rose	31	57	124	78	411	430	247	132	115	56	78	40
69 Select Viognier	369	176	534	266	729	510	290	484	464	714	318	439
70 Sierra Barbera	370	537	709	402	741	604	254	186	288	184	234	87
71 Sierra Syrah	463	412	763	322	501	662	194	189	439	539	615	521
72 Sierra Zinfandel	1,861	2,280	2,112	2,028	2,807	2,591	1,184	889	3,197	3,417	3,001	2,041
73 Wine Club - Semillon	0	0	0	0	0	0	0	0	0	0	0	0
74 Wine Club Barbera Veauta	0	0	0	0	0	0	0	0	0	0	0	0
75 Wine Club Crain-Sleeper	0	0	0	0	0	0	0	0	0	0	0	0
76 Wine Club Fiddletown Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
77 Wine Club Kirklard Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
78 Wine Club Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
79 Wine Club Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
80 Wine Club Sea of Grapes	0	0	0	0	0	0	0	0	0	0	0	0
81 Wine Club Tempranillo	0	0	0	0	0	0	0	0	0	0	0	0
82 Wine Club Twin Rivers Zin	0	0	0	0	0	0	0	0	0	0	0	0
83 Wine Club Veauta Syrah	0	0	0	0	0	0	0	0	0	0	0	0
84 Wine Club Veauta Zin	0	0	0	0	0	0	0	0	0	0	0	0
85 Wine Club Viognier	0	0	0	0	0	0	0	0	0	0	0	0
86 Wine Club VR Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
87 Zinfandel Collection	4	5	7	9	10	4	4	2	11	10	4	8
TOTAL	5,702	5,581	8,073	5,463	10,313	9,127	4,217	7,953	7,416	12,303	8,983	7,094

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06
1 Amador Barbera	102	63	30	74	116	205	61	70	77	78	72	91
2 Amador Barbera 375	19	14	26	39	9	47	(18)	32	29	0	1	0
3 Amador Nebbiolo	0	0	0	3	2	0	0	0	0	0	0	0
4 Amador Sangiovese	0	0	0	0	1	0	(1)	0	0	0	0	0
5 Amador Syrah	36	17	23	70	14	88	(13)	26	185	16	10	8
6 Amador Viognier	16	38	8	29	8	7	(8)	14	6	2	1	1
7 BBQ Syrah	0	0	0	0	0	0	0	0	0	0	0	0
8 BBQ Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
9 Clos Rene Viognier	0	0	0	0	0	0	0	0	0	0	0	0
10 Cranky Old Vine	0	0	0	0	0	0	0	0	0	0	0	0
11 D'Agostini Bros.	24	2	7	0	0	0	0	0	0	0	0	0
12 Fiddletown	336	122	95	148	222	127	(73)	43	664	75	58	55
13 Fiddletown 375	8	5	0	56	15	29	0	0	0	0	0	0
14 Gold Rush Red	0	0	0	0	0	0	0	0	0	0	0	0
15 Gold Rush Zin	0	0	0	0	0	0	0	0	0	0	0	0
16 Grandmere	127	101	131	184	72	265	38	312	121	341	266	259
17 Grandpere	238	97	157	206	55	142	14	78	117	152	342	248
18 Hillside Syrah	0	0	0	0	0	0	0	0	0	0	0	0
19 Ice Wine	29	19	21	(16)	5	56	198	107	117	173	129	13
20 Jack Rabbit Flat	79	78	465	1,116	245	177	228	74	749	635	57	54
21 Kirkland Grandmere	0	0	0	0	0	0	0	0	0	0	0	0
22 Linstead Barbera	0	0	0	0	0	0	0	0	0	0	0	0
23 Lodi Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
24 Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
25 Mediterranean White	0	0	0	0	0	0	0	0	0	0	0	0
26 Muscat	102	87	67	100	40	95	21	77	101	60	87	332
27 OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
28 Old Vine	1,863	1,575	1,383	1,871	1,280	1,250	717	1,312	1,097	2,752	1,815	4,511
29 Old Vine 1.5	0	0	0	0	1	0	2	0	0	1	5	5
30 Old Vine 375	58	87	67	93	42	145	31	61	52	113	106	51
31 Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
32 Port	30	25	36	59	34	52	8	5	8	12	2	2
33 Port 375	0	0	0	0	4	1	1	0	2	18	7	8
34 Red Label Barbera	0	0	0	0	0	0	0	0	0	0	0	0
35 Red Label Cabernet Sauvignon	0	0	0	0	0	0	0	0	0	0	0	0
36 Red Label Chardonnay	0	0	0	0	0	0	0	0	0	0	0	0
37 Red Label Dry Rose	0	0	0	0	0	7	0	0	0	0	0	0
38 Red Label Pinot Grigio	0	0	0	0	28	425	176	313	280	16	28	18
39 Red Label Syrah	0	0	0	0	0	0	0	0	0	212	233	152
40 Red Label Viognier	0	0	0	0	0	0	0	0	0	0	0	237
41 Red Label Zinfandel	0	0	0	0	0	0	0	0	0	307	575	254
42 Roberto's Pinot Grigio	0	0	0	1,190	420	336	1,245	1,863	2,390	3,133	980	9,941
43 Santino Barbera	0	0	0	0	0	0	0	0	0	0	0	0
44 Santino California Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
45 Santino Fiddletown Zin	0	1,000	0	0	0	0	0	0	0	0	0	0
46 Santino Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
47 Santino Muscat Canelli	0	0	0	0	0	0	0	0	0	0	0	0
48 Santino OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
49 Santino Old Vine Zin	120	0	144	600	0	0	0	360	0	144	0	0
50 Santino Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
51 Santino Pinot Grigio	0	0	0	0	120	180	0	0	180	0	0	0
52 Santino Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
53 Santino Rosato	0	0	0	0	0	0	0	0	0	0	0	0
54 Santino Satyricon	0	0	0	0	0	0	0	0	0	0	0	0

Renwood Winery, Inc.

Monthly Cases Shipped by SKU

(actual cases)

LTM Calculator (0=No, 1=Yes)

Current Month (0=No, 1=Yes)

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06
55 Santino Sierra Syrah	0	0	0	0	0	0	0	0	0	0	0	0
56 Santino Sierra Zinfandel	0	280	168	480	0	0	0	900	286	12	0	0
57 Santino Syrah Rose	0	0	0	0	120	60	0	0	120	0	0	0
58 Santino Tempranillo	0	0	0	0	0	120	0	0	0	0	0	0
59 Santino Viognier	0	0	0	0	120	0	(23)	0	314	7	0	0
60 Santino Zinfandel	0	0	0	0	0	0	0	0	13	0	0	0
61 Satyricon Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
62 Satyricon Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
63 Satyricon Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
64 Satyricon Viognier	0	0	0	0	0	0	0	0	0	0	0	0
65 Satyricon Zinfandel	0	0	0	0	0	0	0	0	404	294	478	296
66 Select Barbera	338	318	223	829	393	286	95	204	0	0	0	0
67 Select Pinot Grigio	396	176	148	269	35	6	(73)	25	18	7	0	0
68 Select Syrah Rose	24	42	467	650	175	90	(71)	36	111	58	0	0
69 Select Viognier	168	337	584	606	339	591	275	312	819	93	25	2
70 Sierra Barbera	0	1	1	72	2	3	27	0	0	0	10	0
71 Sierra Syrah	376	517	310	565	305	294	46	318	402	223	383	51
72 Sierra Zinfandel	1,999	2,120	1,368	3,467	749	1,571	1,217	320	486	124	29	3
73 Wine Club - Semillon	0	0	0	0	0	0	0	0	0	0	0	0
74 Wine Club Barbera Vealuta	0	0	0	0	0	0	0	0	0	0	0	0
75 Wine Club Crain-Sleeper	0	0	0	0	0	0	0	0	0	0	0	0
76 Wine Club Fiddletown Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
77 Wine Club Kirkland Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
78 Wine Club Petite Sirah	0	0	0	0	0	0	0	0	0	0	47	1
79 Wine Club Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
80 Wine Club Sea of Grapes	0	0	0	0	0	0	0	0	0	0	0	0
81 Wine Club Tempranillo	0	0	0	0	0	0	0	0	0	0	0	0
82 Wine Club Twin Rivers Zin	0	0	0	0	0	0	0	0	0	0	0	0
83 Wine Club Vealuta Syrah	0	0	0	0	0	0	0	0	0	0	0	0
84 Wine Club Vealuta Zin	0	0	0	0	0	0	0	0	0	0	0	0
85 Wine Club Viognier	0	0	0	0	0	0	0	0	0	0	0	0
86 Wine Club VR Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
87 Zinfandel Collection	2	5	8	7	7	3	1	1	1	0	0	0
TOTAL	6,368	7,222	5,937	12,946	4,978	6,658	4,145	6,866	9,566	9,057	5,743	16,585

TRADEMARK

REEL: 004612 FRAME: 0652

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07
1 Amador Barbera	62	363	32	45	33	43	37	75	120	80	58	49
2 Amador Barbera 375	0	0	0	0	0	0	0	0	0	0	0	0
3 Amador Nebbiolo	0	0	0	0	0	0	0	0	0	0	0	0
4 Amador Sangiovese	0	0	0	0	0	0	0	0	0	0	0	0
5 Amador Syrah	9	9	8	11	199	26	26	32	84	43	16	16
6 Amador Vignier	0	0	0	0	0	0	0	0	0	0	0	0
7 BBQ Syrah	0	0	0	0	0	0	0	0	0	0	0	0
8 BBQ Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
9 Clos Rene Vignier	0	0	0	0	0	0	0	0	0	0	0	0
10 Cranky Old Vine	0	0	0	0	0	0	0	0	0	0	0	0
11 D'Agostini Brps.	0	0	0	0	0	0	0	0	0	0	0	0
12 Fiddletown	238	451	141	29	14	251	35	48	16	162	98	96
13 Fiddletown 375	0	0	0	0	0	0	0	0	0	0	0	0
14 Gold Rush Red	0	0	0	0	3,696	3,696	0	560	448	1,680	336	0
15 Gold Rush Zin	0	0	0	0	0	0	0	0	0	0	0	0
16 Grandmere	218	105	221	172	226	212	261	320	70	296	168	190
17 Grandpere	228	95	137	392	195	158	96	166	139	250	116	189
18 Hillside Syrah	0	0	0	0	0	0	0	0	0	0	0	0
19 Ice Wine	7	25	32	9	55	63	261	19	156	145	29	13
20 Jack Rabbit Flat	181	667	585	20	127	36	51	32	54	81	28	22
21 Kirkland Grandmere	0	0	0	0	0	0	0	0	0	0	0	0
22 Linsteadt Barbera	0	0	0	0	0	0	0	0	0	0	0	0
23 Lodi Zinfandel	0	0	0	0	0	0	0	0	1,532	992	0	0
24 Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
25 Mediterranean White	0	0	0	0	0	0	0	0	0	0	0	0
26 Muscat	5	19	12	19	13	16	96	239	21	20	471	290
27 OFV Zinfandel	1,730	517	929	2,265	1,913	3,872	255	1,870	3,241	2,557	4,869	3,220
28 Old Vine	3	10	10	10	7	6	10	9	11	18	9	4
29 Old Vine 1.5	59	53	32	90	97	98	84	84	10	74	43	78
30 Old Vine 375	0	0	0	0	0	0	0	0	0	0	0	0
31 Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
32 Port	1	7	3	2	2	3	2	3	3	4	29	91
33 Port 375	73	166	96	212	76	80	7	6	10	12	3	0
34 Red Label Barbera	0	0	0	3,472	0	31	22	32	32	13	16	50
35 Red Label Cabernet Sauvignon	0	0	0	0	0	0	0	0	0	0	0	0
36 Red Label Chardonnay	0	0	0	0	0	0	0	0	0	0	0	0
37 Red Label Dry Rose	79	146	23	110	1,034	219	5	2	24	49	31	32
38 Red Label Pinot Grigio	195	1,215	1,310	78	177	9	9	7	7	8	190	27
39 Red Label Syrah	200	590	29	135	402	335	308	472	267	864	558	459
40 Red Label Vignier	274	433	1,642	1,463	1,297	26	66	147	57	124	102	99
41 Red Label Zinfandel	1,391	255	119	86	4	3,536	154	7,852	2,282	3,263	5,869	5,068
42 Roberto's Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	4
43 Santino Barbera	0	0	0	0	0	0	0	0	0	0	0	0
44 Santino California Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
45 Santino Fiddletown Zin	(120)	0	0	5	(5)	0	0	0	0	0	0	14
46 Santino Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
47 Santino Muscat Carnelli	0	0	0	0	0	0	0	0	0	0	0	0
48 Santino OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
49 Santino Old Vine Zin	0	56	0	0	120	0	0	0	0	0	0	194
50 Santino Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
51 Santino Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
52 Santino Primitivo	0	0	0	0	0	0	0	0	0	1	360	14
53 Santino Rosato	0	0	0	0	0	0	0	0	0	0	0	0
54 Santino Salyricon	0	0	0	0	0	0	0	0	0	0	0	0

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07
55 Santino Sierra Syrah	0	0	0	0	0	0	0	0	0	0	0	14
56 Santino Sierra Zinfandel	56	0	0	0	36	0	0	0	0	0	240	194
57 Santino Syrah Rose	0	0	0	0	0	0	0	0	0	0	60	0
58 Santino Tempranillo	0	0	0	0	0	0	0	0	0	0	0	0
59 Santino Viognier	0	0	0	0	0	0	0	0	0	0	0	14
60 Santino Zinfandel	0	0	0	0	0	0	0	0	0	1	0	0
61 Satyricon Petite Sirah	0	0	0	0	0	0	240	0	0	0	0	0
62 Satyricon Pinot Grigio	0	0	0	0	0	0	240	0	0	0	0	0
63 Satyricon Syrah Rose	0	0	0	0	0	0	240	0	0	0	0	0
64 Satyricon Viognier	0	0	0	0	0	0	240	0	0	0	0	0
65 Satyricon Zinfandel	0	0	0	0	0	0	240	0	0	0	0	0
66 Select Barbera	1,502	134	22	13	5	8	2	0	0	0	0	0
67 Select Pinot Grigio	0	0	0	0	0	0	4	0	0	0	0	0
68 Select Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
69 Select Viognier	0	0	0	0	60	0	6	0	0	15	0	7
70 Sierra Barbera	0	0	0	0	0	0	0	0	0	0	0	0
71 Sierra Syrah	6	74	9	9	0	0	1	0	0	0	0	0
72 Sierra Zinfandel	15	25	0	0	61	0	1	0	0	0	0	0
73 Wine Club - Semillon	0	0	0	0	0	0	0	0	0	0	0	0
74 Wine Club Barbera Veautia	0	0	0	0	0	0	0	0	0	0	0	0
75 Wine Club Crain-Sleeper	0	0	0	0	0	0	0	0	0	0	0	0
76 Wine Club Fiddletown Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
77 Wine Club Kirkland Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
78 Wine Club Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
79 Wine Club Pinot Grigio	1	0	0	0	2	6	4	5	4	2	0	0
80 Wine Club Sea of Grapes	0	0	0	0	0	0	0	0	0	0	0	0
81 Wine Club Tempranillo	0	0	44	1	50	9	7	4	7	8	3	3
82 Wine Club Twin Rivers Zin	0	0	0	0	0	0	0	0	0	0	0	0
83 Wine Club Veautia Syrah	0	0	0	0	0	0	0	0	0	0	0	0
84 Wine Club Veautia Zin	0	0	0	0	0	0	0	0	0	0	0	0
85 Wine Club Viognier	41	4	1	1	2	4	6	2	11	0	0	0
86 Wine Club VR Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
87 Zinfandel Collection	0	0	0	4	0	0	1	1	0	1	2	2
TOTAL	6,513	5,422	5,437	8,653	9,889	12,743	3,037	11,984	10,021	11,832	13,684	10,452

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
1 Amador Barbera	42	127	30	48	29	14	14	45	70	28	42	49
2 Amador Barbera 375	0	0	0	0	0	0	0	0	0	0	0	0
3 Amador Nebbiolo	0	0	0	0	0	0	0	0	0	0	0	0
4 Amador Sangiovese	0	0	0	0	0	0	0	0	0	1	0	0
5 Amador Syrah	5	8	9	12	12	132	132	30	19	11	8	4
6 Amador Viognier	0	0	0	0	0	0	0	0	0	0	0	0
7 BBO Syrah	0	0	0	0	0	0	0	0	0	0	0	0
8 BBO Zinfandel	3	10	60	10	11	2	5	4	4	6	11	6
9 Clos Rene Viognier	0	0	0	0	0	0	0	17	0	0	0	12
10 Cranky Old Vine	0	0	0	0	0	0	0	0	0	0	0	0
11 D'Agostini Bros.	0	0	0	0	0	0	0	0	0	0	0	0
12 Fiddletown	34	136	91	56	50	36	114	92	114	142	31	138
13 Fiddletown 375	0	0	0	0	0	0	0	0	0	0	0	0
14 Gold Rush Red	0	0	0	0	0	0	0	0	0	504	0	168
15 Gold Rush Zin	0	0	0	0	0	0	0	0	0	0	0	0
16 Grandmere	69	45	109	44	55	47	62	65	91	54	86	83
17 Grandpere	240	67	6	56	176	123	86	163	222	100	137	114
18 Hillside Syrah	0	0	0	0	0	0	0	0	0	0	0	0
19 Ice Wine	5	10	12	12	11	8	9	64	84	46	64	25
20 Jack Rabbit Flat	60	65	198	55	25	28	54	76	66	152	176	72
21 KirKland Grandmere	0	0	0	0	0	0	0	0	0	0	0	0
22 Linsteadt Barbera	0	0	0	0	428	0	0	214	560	0	0	224
23 Lodi Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
24 Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
25 Mediterranean White	0	0	0	0	0	0	0	0	0	0	0	0
26 Muscat	9	9	11	13	11	14	39	58	59	50	79	32
27 OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
28 Old Vine	2,004	95	52	90	97	279	628	675	854	770	746	865
29 Old Vine 1.5	6	7	5	5	9	0	0	0	0	1	0	0
30 Old Vine 375	27	48	77	48	79	16	50	27	45	22	52	22
31 Petite Sirah	0	0	0	0	672	0	0	437	56	0	0	0
32 Port	62	7	15	5	8	3	20	37	37	14	48	8
33 Port 375	0	0	0	0	0	0	0	0	0	0	0	0
34 Red Label Barbera	74	191	340	315	256	192	136	344	220	216	139	399
35 Red Label Cabernet Sauvignon	0	0	0	0	0	0	0	0	0	0	0	0
36 Red Label Chardonnay	0	0	0	0	0	0	0	0	0	0	0	0
37 Red Label Dry Rose	23	12	(12)	8	49	14	27	75	30	52	12	960
38 Red Label Pinot Grigio	188	223	258	223	120	95	90	112	73	81	73	58
39 Red Label Syrah	306	308	630	499	224	205	104	263	299	232	263	472
40 Red Label Viognier	113	193	406	467	385	262	198	285	293	268	86	293
41 Red Label Zinfandel	3,414	2	(8)	32	77	150	565	710	879	929	731	528
42 Roberto's Pinot Grigio	1	3	4	4	7	4	5	4	5	4	3	4
43 Santino Barbera	0	0	0	0	0	0	0	0	0	0	0	1
44 Santino California Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
45 Santino Fiddletown Zin	0	0	0	0	62	(60)	(360)	0	0	60	0	0
46 Santino Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
47 Santino Muscat Canelli	0	0	0	0	0	0	0	0	0	0	0	0
48 Santino OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
49 Santino Old Vine Zin	0	199	0	0	0	479	554	88	0	0	0	0
50 Santino Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
51 Santino Pinot Grigio	0	0	6	7	0	304	663	0	0	0	0	1
52 Santino Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
53 Santino Rosato	0	0	0	0	0	0	0	0	0	0	0	0
54 Santino Satyricon	0	0	0	0	0	0	0	0	0	0	0	0

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08
55 Santino Sierra Syrah	240	0	0	0	30	184	0	1,778	0	0	0	0
56 Santino Sierra Zinfandel	0	240	8	7	0	420	280	2,682	0	0	0	0
57 Santino Syrah Rose	240	200	0	0	0	360	661	0	0	0	0	0
58 Santino Tempranillo	0	0	0	0	0	0	0	0	0	0	0	0
59 Santino Viognier	240	300	0	0	0	265	420	0	0	0	0	0
60 Santino Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
61 Satyricon Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
62 Satyricon Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
63 Satyricon Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
64 Satyricon Viognier	0	0	0	0	0	0	0	0	0	0	0	0
65 Satyricon Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
66 Select Barbera	0	0	82	0	0	0	0	0	0	0	0	0
67 Select Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
68 Select Syrah Rose	0	0	52	0	0	0	0	(0)	0	0	0	0
69 Select Viognier	0	0	1	0	0	0	0	0	0	0	0	0
70 Sierra Barbera	0	0	1	0	0	0	0	0	0	0	0	0
71 Sierra Syrah	0	0	55	0	0	0	0	0	0	0	0	0
72 Sierra Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
73 Wine Club - Semillon	0	0	0	0	41	5	3	3	1	0	0	0
74 Wine Club Barbera Veauta	0	0	0	0	0	0	0	0	0	0	0	0
75 Wine Club Crain-Sleeper	0	0	0	0	42	8	12	2	46	6	13	2
76 Wine Club Fiddletown Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
77 Wine Club Kirkland Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
78 Wine Club Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
79 Wine Club Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
80 Wine Club Sea of Grapes	0	0	0	0	38	3	1	1	46	5	1	2
81 Wine Club Tempranillo	(1)	2	1	3	3	1	1	1	1	1	102	8
82 Wine Club Twin Rivers Zin	46	18	2	1	0	0	1	2	5	1	0	0
83 Wine Club Veauta Syrah	0	0	54	3	1	0	0	0	1	0	3	1
84 Wine Club Veauta Zin	0	0	0	0	41	9	12	2	1	6	61	4
85 Wine Club Viognier	0	0	0	0	0	0	0	0	0	0	0	0
86 Wine Club VR Primitivo	45	17	3	2	0	0	1	4	5	8	0	0
87 Zinfandel Collection	1	1	1	2	2	7	0	1	3	23	7	24
TOTAL	7,580	2,542	2,557	2,362	3,891	4,044	4,697	8,919	4,177	3,844	2,874	4,579

Renwood Winery, Inc.

Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
Current Month (0=No, 1=Yes)

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
1 Amador Barbera	138	47	35	61	168	27	52	67	75	79	56	45
2 Amador Barbera 375	0	0	0	0	0	0	0	0	0	0	0	0
3 Amador Nebbiolo	0	0	0	0	0	0	0	0	0	6	1	1
4 Amador Sangiovese	0	0	0	0	0	0	0	0	0	4	3	3
5 Amador Syrah	5	11	3	20	123	16	15	48	19	8	9	16
6 Amador Viognier	0	0	0	0	0	0	0	0	57	87	0	0
7 BBQ Syrah	0	0	700	0	0	0	0	0	0	0	0	0
8 BBQ Zinfandel	0	700	792	536	0	0	224	0	0	0	0	154
9 Clos Rene Viognier	8	9	6	7	7	5	5	2	3	5	4	3
10 Cranky Old Vine	0	574	672	28	616	238	28	336	0	0	0	84
11 D'Agostini Bros.	0	0	0	0	0	0	0	0	0	2	1	4
12 Fiddletown	66	68	60	139	105	94	89	57	60	82	54	27
13 Fiddletown 375	0	0	0	0	0	0	0	0	0	0	0	0
14 Gold Rush Red	504	56	1,064	336	112	672	56	504	0	126	728	28
15 Gold Rush Zin	0	0	0	0	0	0	0	0	0	0	0	0
16 Grandmere	104	29	14	34	2,404	25	30	149	327	89	128	56
17 Grandpere	70	97	126	103	86	30	27	119	126	111	69	53
18 Hillside Syrah	0	0	0	0	1,414	0	0	0	0	0	0	0
19 Ice Wine	23	38	16	128	100	40	42	112	303	131	78	61
20 Jack Rabbit Flat	768	1,191	373	62	0	0	0	0	0	0	0	3,897
21 Kirkland Grandmere	0	0	0	0	0	0	0	0	0	3	3	2
22 Linsteadt Barbera	0	0	0	0	0	0	0	0	0	0	0	0
23 Lodi Zinfandel	204	630	224	113	168	0	0	0	0	0	0	0
24 Mediterranean Red	0	0	0	0	0	0	0	0	0	0	0	0
25 Mediterranean White	0	0	0	0	0	0	0	0	0	0	0	0
26 Muscat	31	13	20	49	816	20	29	165	51	46	63	19
27 OFV Zinfandel	0	0	0	0	0	616	0	0	0	0	0	0
28 Old Vine	863	637	857	736	907	742	897	660	8,395	5,099	1,457	1,074
29 Old Vine 1.5	0	0	0	0	0	0	0	0	0	0	0	12
30 Old Vine 375	31	28	38	52	10	2	1	25	40	34	24	52
31 Petite Sirah	112	56	112	56	280	0	28	492	0	56	14	0
32 Port	11	5	8	14	11	2	3	15	134	33	8	56
33 Port 375	0	0	0	0	0	0	0	0	0	0	0	0
34 Red Label Barbera	177	264	255	150	197	296	170	368	231	292	369	353
35 Red Label Cabernet Sauvignon	0	0	0	0	0	0	0	0	0	0	0	0
36 Red Label Chardonnay	0	0	0	0	0	0	0	0	0	0	0	0
37 Red Label Dry Rose	1	0	0	0	0	0	0	0	0	3	8	4
38 Red Label Pinot Grigio	1,116	14	62	281	16	232	198	1,417	627	270	615	10
39 Red Label Syrah	236	239	286	273	410	235	413	424	227	307	322	330
40 Red Label Viognier	180	61	255	192	223	318	438	482	326	255	293	161
41 Red Label Zinfandel	980	717	1,726	923	674	1,375	1,447	1,569	926	1,162	1,035	798
42 Roberto's Pinot Grigio	2	2	2	3	3	3	47	8	4	3	2	3
43 Santino Barbera	0	0	0	0	0	0	0	0	0	0	0	0
44 Santino California Zinfandel	0	0	0	56	56	0	226	328	13	70	0	56
45 Santino Fiddletown Zin	0	0	0	34	28	0	0	0	0	13	16	6
46 Santino Medterrean Red	0	0	0	28	0	0	0	0	11	7	0	0
47 Santino Muscat Canelli	0	0	0	0	0	0	0	0	0	0	1	0
48 Santino OFV Zinfandel	0	0	0	0	0	0	0	0	5	14	1	0
49 Santino Old Vine Zin	0	0	0	0	0	0	0	0	0	0	0	0
50 Santino Petite Sirah	0	0	0	0	0	0	224	56	8	7	0	0
51 Santino Pinot Grigio	0	0	0	336	0	0	7	56	10	14	2	0
52 Santino Primitivo	0	0	0	0	0	0	0	0	0	0	0	0
53 Santino Rosato	0	0	0	392	0	0	0	272	0	5	5	1
54 Santino Satyricon	0	0	0	0	0	0	0	0	0	0	0	0

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
 (actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
55 Santino Sierra Syrah	0	0	0	0	0	0	0	0	0	0	0	0
56 Santino Sierra Zinfandel	0	0	0	448	0	0	224	0	9	0	0	0
57 Santino Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
58 Santino Tempranillo	0	0	0	28	0	0	0	0	0	0	1	0
59 Santino Viognier	0	0	0	0	0	0	0	0	0	0	0	0
60 Santino Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
61 Salyricon Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
62 Salyricon Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
63 Salyricon Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
64 Salyricon Viognier	0	0	0	0	0	0	0	0	0	0	0	0
65 Salyricon Zinfandel	0	0	0	0	0	0	0	0	0	0	3	0
66 Select Barbera	0	0	0	0	0	0	0	0	0	0	4	6
67 Select Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
68 Select Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
69 Select Viognier	0	0	0	0	0	0	0	0	0	0	0	0
70 Sierra Barbera	0	0	0	0	0	0	2	0	0	23	1	0
71 Sierra Syrah	0	0	0	0	0	0	0	0	0	5	0	0
72 Sierra Zinfandel	0	0	0	0	0	0	0	0	0	9	0	0
73 Wine Club - Semillon	0	0	0	0	0	0	0	3	8	114	2	1
74 Wine Club Barbera Veautia	0	0	0	0	0	0	0	0	101	3	109	12
75 Wine Club Crain-Sleeper	1	1	1	1	4	4	3	3	4	0	0	0
76 Wine Club Fiddletown Zinfandel	0	0	0	0	0	0	0	0	0	0	106	11
77 Wine Club Kirkland Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
78 Wine Club Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
79 Wine Club Pinot Grigio	0	0	0	0	0	0	0	0	0	2	1	0
80 Wine Club Sea of Grapes	1	1	2	5	4	3	3	2	2	1	2	1
81 Wine Club Tempranillo	6	7	4	3	14	3	4	1	44	1	0	0
82 Wine Club Twin Rivers Zin	1	1	0	1	0	0	1	1	1	0	0	1
83 Wine Club Veautia Syrah	1	1	1	1	1	1	2	1	1	4	8	1
84 Wine Club Veautia Zin	4	5	47	7	2	2	1	1	0	0	0	0
85 Wine Club Viognier	0	0	0	0	0	0	0	0	0	0	0	0
86 Wine Club VR Primitivo	1	1	0	0	0	0	0	4	4	8	79	13
87 Zinfandel Collection	1	4	0	0	2	1	1	3	6	4	0	3
TOTAL	5,644	5,507	7,758	5,637	8,988	5,032	5,000	7,776	12,182	8,615	5,712	7,452

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
1 Amador Barbera	25	28	47	204	451	4	11	8	28	288	8	11
2 Amador Barbera 375	0	0	0	0	0	0	0	0	0	0	0	0
3 Amador Nebbiolo	0	0	0	0	0	0	0	0	0	0	0	0
4 Amador Sangiovese	3	3	5	5	0	0	0	0	0	0	0	0
5 Amador Syrah	7	11	7	10	435	18	7	3	9	16	10	6
6 Amador Viognier	0	2	3	0	1	0	0	0	0	0	0	0
7 BBQ Syrah	0	0	0	0	0	0	32	10	4	3	4	11
8 BBQ Zinfandel	0	56	170	28	140	486	0	0	32	4	156	157
9 Clos Rene Viognier	2	2	2	1	114	0	1	1	2	2	2	3
10 Cranky Old Vine	35	3	119	14	374	63	24	35	72	29	49	78
11 D'Agostini Bros.	3	1	3	1	2	0	0	1	0	0	0	0
12 Fiddletown	47	18	45	649	1,035	44	26	4	498	179	6	4
13 Fiddletown 375	0	0	0	0	0	0	0	0	0	0	0	0
14 Gold Rush Red	0	728	168	112	556	0	0	0	0	0	0	0
15 Gold Rush Zin	0	0	0	0	0	0	0	0	0	0	0	0
16 Grandmere	31	18	11	33	486	50	80	16	127	26	12	5
17 Grandpere	48	32	48	631	473	91	154	59	162	44	117	81
18 Hillside Syrah	14	0	14	28	0	112	0	14	0	0	0	0
19 Ice Wine	35	877	38	40	21	164	10	41	48	26	33	14
20 Jack Rabbit Flat	52	57	36	540	498	50	121	26	112	789	36	8
21 Kirkland Grandmere	1,103	0	0	0	0	0	0	0	0	0	2,163	8,033
22 Linsteadt Barbera	2	0	0	0	0	0	0	0	0	0	0	0
23 Lodi Zinfandel	412	0	0	56	280	0	0	56	392	668	140	0
24 Mediterranean Red	0	0	0	280	560	0	0	0	0	8	1	0
25 Mediterranean White	0	0	0	280	560	0	0	0	0	5	1	2
26 Muscat	162	87	22	31	225	23	51	239	23	17	53	7
27 OFV Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
28 Old Vine	782	918	670	514	796	201	2,927	461	1,012	783	668	432
29 Old Vine 1.5	0	1	0	0	0	0	0	0	0	0	0	0
30 Old Vine 375	3	12	23	4	1	51	5	1	2	0	1	0
31 Petite Sirah	56	0	381	35	311	14	11	56	16	29	0	112
32 Port	48	58	16	18	118	5	32	30	9	3	6	7
33 Port 375	0	0	0	0	0	0	0	0	0	0	0	0
34 Red Label Barbera	393	287	421	357	678	94	288	93	226	347	407	156
35 Red Label Cabernet Sauvignon	0	0	0	0	0	438	820	154	101	52	42	0
36 Red Label Chardonnay	0	0	0	0	0	438	826	42	98	28	18	2
37 Red Label Dry Rose	2	0	1	1	0	0	0	0	0	0	0	0
38 Red Label Pinot Grigio	12	6	313	87	73	0	23	3	2	1	0	0
39 Red Label Syrah	223	749	338	471	668	115	241	151	347	387	309	137
40 Red Label Viognier	109	324	267	183	871	126	238	113	254	171	129	98
41 Red Label Zinfandel	1,075	1,081	1,210	1,135	1,423	4,830	1,293	1,881	1,781	1,991	1,063	588
42 Roberto's Pinot Grigio	2	1	3	2	3	2	3	3	2	4	3	2
43 Santino Barbera	0	0	0	0	0	0	0	0	0	436	1	3
44 Santino California Zinfandel	0	56	0	56	56	56	0	0	0	360	2,410	0
45 Santino Fiddletown Zin	7	68	51	109	33	0	0	0	1	0	0	0
46 Santino Mediterranean Red	0	0	0	56	0	0	16	24	17	109	15	6
47 Santino Muscat Canelli	0	0	0	0	0	0	0	0	0	189	1	3
48 Santino OFV Zinfandel	0	0	0	0	0	0	0	0	0	771	1,666	0
49 Santino Old Vine Zin	0	0	0	0	0	0	0	0	0	0	0	0
50 Santino Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
51 Santino Pinot Grigio	0	0	0	0	0	29	6	86	17	11	2	1
52 Santino Primitivo	0	0	0	0	0	0	0	0	35	658	460	8
53 Santino Rosato	3	4	29	21	13	0	5	5	9	76	0	1
54 Santino Satyricon	0	0	0	0	0	0	0	0	0	0	0	0

Renwood Winery, Inc.

Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
Current Month (0=No, 1=Yes)

	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
55 Santino Sierra Syrah	0	0	0	0	0	0	0	0	0	0	0	0
56 Santino Sierra Zinfandel	0	0	0	0	0	0	0	0	0	0	326	1
57 Santino Syrah Rose	0	0	0	0	0	0	0	0	0	193	0	0
58 Santino Tempranillo	0	0	0	0	0	0	0	0	0	0	0	0
59 Santino Viognier	0	0	0	0	0	0	0	0	0	0	0	0
60 Santino Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
61 Satyricon Petite Sirah	0	0	0	0	0	0	0	0	0	0	0	0
62 Satyricon Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
63 Satyricon Syrah Rose	0	0	0	0	0	0	0	0	0	0	0	0
64 Satyricon Viognier	0	0	0	0	0	0	0	0	0	0	0	0
65 Satyricon Zinfandel	0	0	0	0	0	0	0	0	0	0	0	0
66 Select Barbera	1	0	0	0	0	0	0	0	0	0	0	0
67 Select Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
68 Select Syrah Rose	0	0	1	0	0	0	0	0	0	0	0	0
69 Select Viognier	0	0	0	0	0	0	0	0	0	0	0	0
70 Sierra Barbera	0	0	0	0	0	0	0	0	0	0	0	0
71 Sierra Syrah	0	0	0	0	0	0	0	0	0	0	0	0
72 Sierra Zinfandel	0	0	0	1	0	0	0	0	0	0	0	0
73 Wine Club - Semillon	0	0	0	0	0	0	0	0	0	0	0	0
74 Wine Club Barbera Veauta	42	3	3	3	1	56	6	5	2	2	2	1
75 Wine Club Crain-Sleeper	9	6	7	7	61	8	4	6	6	2	36	7
76 Wine Club Fiddletown Zinfandel	0	0	0	37	3	55	6	5	3	1	1	1
77 Wine Club Kirkland Zinfandel	5	2	3	3	1	2	0	1	0	0	0	0
78 Wine Club Petite Sirah	0	0	0	37	3	4	1	1	0	0	0	0
79 Wine Club Pinot Grigio	0	0	0	0	0	0	0	0	0	0	0	0
80 Wine Club Sea of Grapes	1	1	1	1	1	1	1	1	1	3	35	7
81 Wine Club Tempranillo	1	1	1	1	2	37	4	3	3	2	43	8
82 Wine Club Twin Rivers Zin	0	0	0	0	0	0	0	0	0	0	0	0
83 Wine Club Veauta Syrah	43	3	4	4	3	49	4	3	2	2	1	1
84 Wine Club Veauta Zin	0	0	0	0	0	36	2	1	1	0	47	8
85 Wine Club Viognier	0	0	0	0	0	0	0	0	0	0	0	0
86 Wine Club VR Primitivo	5	3	4	4	58	4	2	2	1	2	1	3
87 Zinfandel Collection	0	0	0	0	0	0	0	0	1	79	45	25
TOTAL	4,804	5,502	4,580	6,127	11,509	7,504	7,280	3,642	5,460	8,789	10,528	10,041

Renwood Winery, Inc.
Monthly Cases Shipped by SKU
(actual cases)

LTM Calculator (0=No, 1=Yes)
 Current Month (0=No, 1=Yes)

Check: OK OK
 May-11
 May-11

	Jan-11	Feb-11	Mar-11	Apr-11	May-11	LTM	Current Month	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	YTD 2011
55 Santino Sierra Syrah	0	0	0	0	0	0	0	1,680	360	468	1,778	0	0
56 Santino Sierra Zinfandel	9	0	0	0	0	336	0	2,648	1,290	1,109	3,410	233	336
57 Santino Syrah Rose	0	0	0	0	0	0	0	180	120	860	661	0	0
58 Santino Tempranillo	0	3	1	2	1	200	1	0	0	0	28	0	200
59 Santino Viognier	0	0	0	0	0	0	0	240	314	819	420	1	0
60 Santino Zinfandel	0	0	0	0	0	0	0	44	(3)	2	0	0	0
61 Salyricon Petite Sirah	0	0	0	0	0	0	0	0	0	240	0	0	0
62 Salyricon Pinot Grigio	0	0	0	0	0	0	0	0	0	240	0	0	0
63 Salyricon Syrah Rose	0	0	0	0	0	0	0	0	0	240	0	0	0
64 Salyricon Viognier	0	0	0	0	0	0	0	0	0	240	0	0	0
65 Salyricon Zinfandel	0	0	0	0	0	0	0	0	0	240	0	0	0
66 Select Barbera	0	0	0	0	0	0	0	3,714	3,453	84	0	3	0
67 Select Pinot Grigio	0	0	0	0	0	0	0	3,021	(23)	0	0	12	0
68 Select Syrah Rose	0	0	0	0	0	0	0	2,114	134	56	(0)	1	0
69 Select Viognier	0	0	0	0	0	0	0	5,333	1,586	29	0	1	0
70 Sierra Barbera	0	0	0	0	0	0	0	1,313	38	1	0	0	0
71 Sierra Syrah	0	0	0	0	0	41	0	4,863	1,521	56	0	25	41
72 Sierra Zinfandel	0	0	0	0	0	0	0	25,004	2,279	1	0	6	0
73 Wine Club - Semillon	0	0	0	0	0	0	0	0	0	46	6	20	0
74 Wine Club Barbera Veautia	0	2	2	2	3	26	3	0	0	0	0	324	26
75 Wine Club Crain-Sleeper	6	6	6	6	39	123	39	0	0	51	94	225	123
76 Wine Club Fiddletown Zinfandel	1	2	2	1	0	24	0	0	0	0	0	96	24
77 Wine Club Kirkland Zinfandel	0	0	0	0	0	0	0	0	0	0	0	130	1
78 Wine Club Petite Sirah	27	6	4	3	1	46	1	0	0	0	0	44	46
79 Wine Club Pinot Grigio	0	0	0	0	0	0	0	0	58	14	0	0	0
80 Wine Club Sea of Grapes	6	4	5	6	3	73	3	0	0	41	70	14	73
81 Wine Club Tempranillo	2	3	28	6	10	111	10	0	104	41	151	96	111
82 Wine Club Twin Rivers Zin	1	0	0	0	0	0	0	0	0	66	10	3	0
83 Wine Club Veautia Syrah	28	6	5	3	2	103	2	0	0	58	10	119	18
84 Wine Club Veautia Zin	0	0	0	0	0	0	0	0	0	50	152	38	103
85 Wine Club Viognier	1	1	26	5	9	52	9	0	53	20	0	0	0
86 Wine Club VR Primitivo	17	8	20	7	0	202	0	71	8	20	68	179	52
87 Zinfandel Collection	10,481	7,099	3,016	2,723	2,319	78,881	2,319	92,072	100,638	83,986	67,766	86,763	71,377
TOTAL													

SCHEDULE 2.1(a)(iii)
INTELLECTUAL PROPERTY

1. Any and all rights of Seller in and to the following trade names, if any:
 - Amadoro Wines
 - Cabana Wines
 - Noceto Wines
 - Santino Wines
 - Satyrican Wines
 - Bellagrace Vineyards
 - Haraszthy Family Cellars
 - Renwood Winery
 - Santion Wines
 - Solus Sto Winery
 - Val D'or
2. Each of the designations, designs and trademark registrations described in the Smerling Agreement.
3. Renwood Winery, Inc.
4. The marks, restrictions, designs, trademarks, etc. described in the attached USPTO Materials, attached.
5. The Seller's website



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GRANDMÈRE

Word Mark GRANDMERE
Translations The English translation of "GRANDMERE" is "grandmother".
Goods and Services IC 033. US 047 049. G & S: wines. FIRST USE: 19960600. FIRST USE IN COMMERCE: 19960600
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 75071900
Filing Date March 13, 1996
Current Filing Basis 1A
Original Filing Basis 1B
Published for Opposition March 4, 1997
Registration Number 2109815
Registration Date October 28, 1997
Owner (REGISTRANT) **RENWOOD WINERY, INC.** CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record John P. Yung
Type of Mark TRADEMARK
Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070608.
Renewal 1ST RENEWAL 20070608
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GRANDPÈRE

Word Mark	GRANDPERE
Translations	The English translation of "GRANDPERE" is "grandfather".
Goods and Services	IC 033. US 047 049. G & S: wines. FIRST USE: 19850000. FIRST USE IN COMMERCE: 19860000
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	75101249
Filing Date	May 9, 1996
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	April 15, 1997
Registration Number	2126221
Registration Date	December 30, 1997
Owner	(REGISTRANT) Renwood Winery, Inc. CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Attorney of Record	John P. Yung
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070609.
Renewal	1ST RENEWAL 20070609

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Typed Drawing

Word Mark SANTINO
Translations The English translation of "SANTINO" is "THE LITTLE SAINT".
Goods and Services IC 033. US 047 049. G & S: Wines. FIRST USE: 19751231. FIRST USE IN COMMERCE: 19751231
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76039491
Filing Date May 2, 2000
Current Filing Basis 1A
Original Filing Basis 1A;1B
Published for Opposition November 13, 2001
Registration Number 2681628
Registration Date January 28, 2003
Owner (REGISTRANT) **Renwood** Winery, Inc. CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Attorney of Record John P. Yung
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
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Typed Drawing

Word Mark AMADOR ICE
Goods and Services IC 033. US 047 049. G & S: Wine. FIRST USE: 19931101. FIRST USE IN COMMERCE: 19950728
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76371848
Filing Date February 19, 2002
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition October 8, 2002
Registration Number 2668838
Registration Date December 31, 2002
Owner (REGISTRANT) **Renwood Winery, Inc.** CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Attorney of Record John P. Yung
Type of Mark TRADEMARK
Register PRINCIPAL-2(F)
Affidavit Text SECT 15. SECT 8 (6-YR).
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GRANDPÈRE VINEYARD

Word Mark GRANDPÈRE VINEYARD
Translations The English translation of the mark is "Grandfather Vineyard".
Goods and Services IC 033. US 047 049. G & S: wines. FIRST USE: 19860000. FIRST USE IN COMMERCE: 19860000
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 76430058
Filing Date July 12, 2002
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition April 15, 2003
Registration Number 2734358
Registration Date July 8, 2003
Owner (REGISTRANT) **Renwood Winery, Inc.** CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Attorney of Record John P. Yung
Prior Registrations 2066824
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "VINEYARD" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).

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dedicated to the art

Word Mark DEDICATED TO THE ART
Goods and Services IC 033. US 047 049. G & S: wines. FIRST USE: 19940000. FIRST USE IN COMMERCE: 19950000
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 76458551
Filing Date October 16, 2002
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition September 16, 2003
Registration Number 2790702
Registration Date December 9, 2003
Owner (REGISTRANT) **Renwood** Winery, Inc. CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Attorney of Record John P. Yung
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
Live/Dead Indicator LIVE

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SATYRICON

Word Mark SATYRICON
Goods and Services IC 033. US 047 049. G & S: Wines. FIRST USE: 19880000. FIRST USE IN COMMERCE: 19880000
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77161177
Filing Date April 19, 2007
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition September 4, 2007
Registration Number 3339170
Registration Date November 20, 2007
Owner (REGISTRANT) **RENWOOD WINERY, INC.** CORPORATION CALIFORNIA 10461 Old Placerville Road Suite 150 Sacramento CALIFORNIA 95827
Attorney of Record John P. Yung
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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GREEN FRIENDLY

Word Mark GREEN FRIENDLY
Goods and Services IC 033. US 047 049. G & S: Wines. FIRST USE: 20080821. FIRST USE IN COMMERCE: 20080912
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 05.03.03 - Maple leaf
 26.11.21 - Rectangles that are completely or partially shaded
Trademark Search Facility Classification Code SHAPES-COLORS-1 Design listing or lined for a single color and polygons
 SHAPES-GEOMETRIC Geometric figures and solids including squares, rectangles, quadrilaterals and polygons
 VEG Plant life such as trees, flowers, fruits, grains, nuts, wreaths, and leaves
Serial Number 77624809
Filing Date December 2, 2008
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition June 9, 2009
Registration Number 3672130
Registration Date August 25, 2009
Owner (REGISTRANT) Renwood Winery, Inc. CORPORATION CALIFORNIA Suite 150 10461 Old

Placerville Road Sacramento CALIFORNIA 958272525

Attorney of Record

John P. Yung

Disclaimer

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "GREEN FRIENDLY" APART FROM THE MARK AS SHOWN

Description of Mark

The color(s) GREEN is/are claimed as a feature of the mark. The color green is claimed as a feature of the mark, with the color green appearing in the maple leaf and in the rectangular box containing the phrase "GREEN FRIENDLY". The color white appearing in the veins of the maple leaf and in the wording, represents background and/or transparent areas, and is not part of the mark.

Type of Mark

TRADEMARK

Register

PRINCIPAL

Live/Dead Indicator

LIVE

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SCHEDULE 2.1(a)(iv)

CONTRACTS AND ASSUMED CONTRACTS

1. Agreement dated June 14, 2011, between MISA Imports, Inc. and Renwood Winery.
2. Agreement of Lease dated March 17, 1999, between Renwood Winery, Inc., as Lessee and Patricia D. Anderson and David J. Lucchetti, Trustees of the PDA Living Trust and the Anderson Marital Trust, as amended by the Amendment to Agreement of Lease dated June 1, 2002, and as further amended by the Second Amendment to Agreement of Lease dated December, 2004.
3. Wine Grape Purchase Contract dated June 25, 2011, between Pat Brown Vineyards and Renwood Winery.
4. Wine Grape Purchasing Contract dated June 15, 2011, between Spinetta Family Vineyards and Renwood Winery.
5. Wine Grape Purchase Contract dated June 24, 2011, between Jesus Borjon and Renwood Winery.
6. Grape Purchase Agreement dated July 28, 2003, between Ray Zanini and Renwood Winery.
7. Grape Purchase Agreement dated June 22, 2006, between Howard Kirkland and Renwood Winery.
8. Grape Purchase Agreement dated August 1, 2005, between Frank Moreno and Renwood Winery.
9. Grape Purchase Agreement, undated, between Ray Zanini and Renwood Winery.
10. Grape Purchase Agreement dated March 9, 2007, between Arthur Toy Indian Creek Vineyard and Renwood Winery.
11. Grape Purchase Agreement dated May 13, 2011, between Fox Creek Vineyard and Renwood Winery.
12. Grape Purchase Agreement dated April 20, 2007, between David Fields and Renwood Winery.
13. Wine Grape Purchase Contract dated June 20, 2011, between Lindstadt Vineyard Amador Delta Mgmt. Corp. and Renwood Winery.
14. Wine Grape Purchase Contract dated June 20, 2011, between Deaver Vineyards and Renwood Winery.

15. Wine Grape Purchase Contract dated June 20, 2011, between Distasio Vineyards and Renwood Winery.

16. Grape Purchase Agreement dated June 7, 2007, between Karen Habcht and Renwood Winery.

SCHEDULE 2.1(b)

EXCLUDED ASSETS

1. The ten thousand (10,000) cases of Cabana wine and Seller's entire inventory of "Renwood" and "Apollonia" brand cigars which are to be delivered to Smerling / Trust, as more particularly described in the Smerling Agreement.

2. The Cabana wine described in a UCC-1 Financing Statement in favor of Cabana Wine Corporation as Secured Party.

SCHEDULE 2.2(a)
ASSUMED LIABILITIES
(BY AMOUNT, PAYEE AND REPAYMENT TERMS)

None

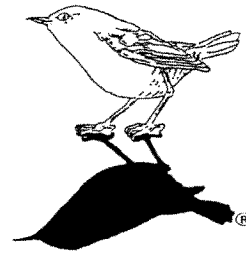
SCHEDULE 2.4(b)

WINE INVENTORY VALUATION METHODOLOGY

Inventory valuation is based on actual costs incurred.

See attached for the Overhead Allocation Methodology.

Memo



To: Perry-Smith, LLC
From: Don Creaves
Date: 8/8/08
Re: 2008 Audit, PBC23 Overhead Allocation Methodology

Overhead is applied to the inventories of Renwood Winery at two points in the production process:

1. At declaration of the results of harvest/crush to the TTB, and
2. At the time of bottling.

A plan for production costs is established at the beginning of each fiscal year. Each cost element in the plan is identified as being associated with a) Cellar activity, b) Bottling activity or c) Mixed activity. Cost pools are then created for Cellar and Bottling based on the above identification and an allocation of Mixed Costs.

Cellar Costs are allocated to the Bulk wines per step 1 above weighted by quantity and the length of time that each wine is expected to remain in Bulk:

- Six months for white and dessert wines
- Twelve months for non-premium reds
- Eighteen months for premium reds
- Thirty months for ports

Bottling Costs are allocated to Cased Goods inventories per step 2 above based on a rate created by dividing the overhead costs in the Bottling Cost pool by the number of cases expected to be produced from the current vintage. The rate then follows the vintage no matter in what fiscal year the bottling takes place.

8795 Folsom Boulevard, Ste. 203, Sacramento, CA 95826
Telephone (916) 381-9463 • Facsimile (916) 381-9458 • www.renwood.com

SCHEDULE 2.4(d)
PURCHASE PRICE ALLOCATION

To be determined by Buyer and Seller prior to Closing.

SCHEDULE 3.3
REQUIRED PERMITS

The federal and state licenses and permits necessary for the production and distribution of wine.

SCHEDULE 4.2
REQUIRED CONSENTS

1. Misa Imports, Inc., pursuant to paragraph 13 of the Agreement dated June 14, 2011 ("Costco Agreement").

2. Patricia D. Anderson and David J. Lucchetti, Trustees of the PDA Living Trust and the Anderson Marital Trust, pursuant to paragraph 9 of the Agreement of Lease dated March 17, 1999, as amended ("Ione Facility Lease").

SCHEDULE 4.3
SELLER'S GOOD TITLE EXCEPTIONS

1. Rabobank
2. W.J. Deutsch & Sons, Ltd.

The foregoing Encumbrances will be eliminated at Closing.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made by and between Renwood Winery, Inc., a California corporation (“Company”) and Robert I. Smerling (“Smerling”), an individual, and Mark J. Grosby, Trustee of the Newport Seashore Trust, a Vermont trust (“Trust”), and formed for the benefit of Smerling (Smerling and Trust collectively being referred to as, “Smerling/Trust”). This Agreement is effective as set forth in paragraph 2, below.

WHEREAS, Smerling was a founder, stockholder, director and officer of Company who has now resigned all positions with Company;

WHEREAS, Company has used certain designations in connection with its business and the sale of wine and/or cigars, including RENWOOD, RENWOOD WINERY, RENWOOD SIERRA SERIES, RENWOOD WINERY DEDICATED TO THE ART (and Design), RENWOOD FOR THOSE WHO KNOW ZIN, RENWOOD (and Design), and a bird design, as set forth in **Exhibit A** (collectively, the “Trademarks”);

WHEREAS, Company held trademark registrations with the United States Patent and Trademark Office (the “USPTO”) for the Trademarks, including “RENWOOD SIERRA SERIES,” registration number 2,723,440, the “Miscellaneous Design,” registration number 2,989,248, “RENWOOD WINERY,” registration number 2,989,299, “RENWOOD,” registration number 2,992,045, “RENWOOD WINERY dedicated to the art and Design,” registration number 2,992,233, RENWOOD and Design,” registration number 2,992,234 and “RENWOOD FOR THOSE WHO KNOW ZIN,” registration number 3,327,003, as set forth in **Exhibit B** (collectively, the “Company Registrations”);

WHEREAS, the Company Registrations were cancelled;

WHEREAS, Trust has filed applications with the USPTO, bearing serial numbers 85019658 and 85019755, and 85019856 (collectively, the “Trust’s Applications”);

WHEREAS, the Company opposed the Trust’s Applications in proceedings before the USPTO Trademark Trial and Appeal Board brought by Winston Mar, in his capacity as Receiver for Renwood Winery Inc. (Opposition Number: 91197991) (the “Opposition”);

WHEREAS, the Company is a defendant in the adversary proceeding styled David Flemmer v. Renwood Winery, Inc. Case number 10-2570-D (the “Adversary Proceeding”), pending in the United States Bankruptcy Court, Eastern District of California (the “Bankruptcy Court”). The Adversary Proceeding has been filed in connection with the Chapter 11 bankruptcy case of Renwood Group, Inc., Case No 09-42014-D-11 (the “RGI Bankruptcy”). In connection with the Adversary Proceeding, Winston Mar (the “Receiver”) was appointed by the court as receiver of the Company to manage the Company’s affairs, with such authority as provided in order of the Bankruptcy Court approving the Receiver’s appointment and such supplemental orders as may be approved by the court; and

WHEREAS, certain claims and disputes have arisen between Smerling/Trust and Company concerning the claims each has, or may have, against the other, including without limitation, any claims related to Smerling's actions both before and after his resignation from the Company, and Smerling/Trust's alleged ownership of the Trademarks (collectively, the "Disputes"); and

WHEREAS, upon review of the facts and circumstances regarding the Disputes, the parties have agreed to resolve all of the issues between them relating to the Disputes pursuant to the terms of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and to avoid unnecessary litigation and expense, it is hereby agreed by and among the parties as follows:

1. No Admission. Execution of and compliance with this Agreement shall not be considered as an admission by any party of any liability or violation of any legal duty whatsoever.
2. Authority/Effective Date. The parties acknowledge that this Agreement is subject to Bankruptcy Court approval for the Receiver to enter into and perform the terms of this Agreement on behalf of the Company. The "Effective Date" of this Agreement shall be the date when the Bankruptcy Court order granting the Receiver approval to enter into this Agreement becomes a final, non-appealable order.
3. Dismissal of Claims. Each party agrees to withdraw from or dismiss with prejudice any complaint, grievance, charge, claim or action that such party has filed against any other party to this Agreement with any court, tribunal or other organization (other than insurance company), and agrees not to institute any in the future, including without limitation, any claims related to the Disputes, except with respect to enforcing the terms of this Agreement. Company will file a Withdrawal with Consent of the Opposition within ten (10) business days of the recordation of the Trademark Assignment with the USPTO, as set forth in paragraph 4, below.
4. Assignment of Trademarks and Trust's Applications. Smerling/Trust hereby assign to Company any and all right, title and interest Smerling/Trust may have, individually or collectively, in and to the Trademarks, together with any associated goodwill of the business connected with the use of and symbolized by the Trademarks. Said rights further include without limitation all causes of action, claims, judgments, and/or other legal and equitable rights Smerling/Trust may have arising out of or in connection with the Trademarks that have accrued or taken place prior to and including the date of this Agreement or may take place in the future, including without limitation, the right to sue any third party for infringement of the Trademarks and to collect and retain any damages and all other available remedies resulting from the infringement of the Trademarks. At execution of this Agreement, the Trust will execute and deliver to Company an Assignment of the Trust's Applications, in the form set forth in Exhibit C. Company shall hold such executed Assignment until the Effective Date, after which time Company shall record it with the USPTO. In the event the Bankruptcy Court does not grant approval for the Receiver to enter into this Agreement, Company shall return the Assignment of

the Trust's Applications to Smerling/Trust. Smerling/Trust warrant and represent that neither has made any prior assignments or conveyances of their respective rights in the Trademarks or the Trust's Applications and neither has agreed to or allowed any liens or encumbrances to affect or encumber their respective interests in the Trademarks or the Trust's Applications. The Trust's Applications and Smerling/Trust's interests in the Trademarks shall be delivered to Company free and clear of any such liens or encumbrances; if Smerling/Trust are unable to deliver the Trust's Applications and/or their interests in the Trademarks to Company free and clear of any such liens or encumbrances, the Company may, at its option, elect to terminate this Agreement.

5. Ownership of the Trademarks/ No Challenges. Smerling/Trust agree that as of the Effective Date of this Agreement, Company has the complete and rightful ownership claim to the Trademarks. Smerling/Trust further agree that the October 14, 1993 Copyright License Agreement, the December 12, 1995 Trademark License Agreement, and the December 14, 1997 First Amendment of the Trademark License Agreement (attached hereto collectively as **Exhibit D**) are void and shall have no further force or effect. Smerling/Trust further agree not to challenge or otherwise interfere with Company's ownership and/or use of the Trademarks. Except as set forth in Paragraph 8, below, Smerling/Trust and any entity with whom they become affiliated agree not to use or seek to register the Trademarks or any similar designations, and agree not to oppose registration, seek to cancel, or take any other legal action, directly or indirectly such as by encouraging a third party, against Company's use or registration of the Trademarks or any similar designations.

6. Further Assurances. Smerling and the Trust agree to cooperate with the Company or any successor thereof by executing and delivering any proper documents that may be necessary to protect, preserve or perfect the Company's rights in the Trademarks, including but not limited to the Company's application to register the Trademarks or reinstate the Company Registrations. Company shall reimburse Smerling/Trust for any reasonable expenses incurred in connection with such cooperation, provided that Company has reviewed and approved such expenses in writing prior to their being incurred.

7. Deliveries to Smerling/Trust. Within five (5) business days of the Effective Date of this Agreement, and subject to receipt of the executed Assignment of the Trust's Applications (Exhibit C) from the Trust, the Company will deliver the items described below to Smerling/Trust. With respect to the delivery of wine below, a lien release will need to be obtained from COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank International," New York Branch ("Bank"), in order to deliver them free of the Bank's liens thereon; the Bank does not have any lien against the cigars described below. Also with respect to the deliveries of wine and cigars below, Company shall be responsible for the cost of delivery within fifty (50) miles of the current location thereof, and Smerling/Trust shall be responsible for any and all costs of such deliveries beyond such distance. The wine and cigars described below are currently under the possession and/or control of Company and if Company is unable to deliver the wine or cigars due to any loss or damage thereto and/or is unable to deliver such items free of any liens or encumbrances, Smerling/Trust's sole recourse shall be to either (i) accept payment of \$25 per case not delivered in compensation for any such loss or damage or (ii) elect to terminate this Agreement:

A. Ten thousand (10,000) cases of Cabana wine to the Trust, of which 5,000 shall be white wine and 5,000 shall be red wine, free of any UCC liens or other encumbrances. Company will provide a UCC-1 lien release executed by the Bank in the form of Exhibit D. The value of the wine is agreed to be \$25 per case. Delivery shall be to a bonded agent designated by the Trust so that delivery is “bond to bond.”

B. Company’s entire inventory of “Renwood” and “Apollonia” brand cigars to the Trust, which includes no less than 112 boxes, on a tax-paid basis and free of any UCC liens or other encumbrances. The value of the cigars is agreed to be \$25 per box.

C. Evidence that Smerling is a named insured on a policy of directors and officers insurance that is maintained by the Company for the benefit of its directors and officers, and a copy of said policy. The policy of directors and officers insurance that is maintained by the Company for the benefit of its directors and officers is the policy previously obtained by Smerling during the time he served as President of the Company. This policy shall not be terminated or modified by the Company to remove Smerling as a named insured and has been paid through the current policy year which expires September 8, 2011. The Company shall have no liability or responsibility to Smerling if the insurer removes Smerling as a named insured from the current policy on its own initiative and not due to any action or request by the Company and, so long as the premium for the existing policy has been paid in full, the Company shall have no obligation to pay any additional or supplemental premium that may be required by the insurer to maintain Smerling as a named insured thereon.

D. A letter from the Receiver’s legal counsel to the trustee of the RGI Bankruptcy case and his legal counsel, stating (i) that the Trust has assigned the Trust’s Applications and assigned any rights in the Trademarks to Company; (ii) that Smerling and the Trust will not contest Company’s rightful claim to ownership of the Trademarks and (iii) that the fraudulent conveyance claims against Smerling/Trust should be dismissed by the RGI estate if, in his sole discretion, the RGI Bankruptcy trustee wishes to do so.

8. Limited Use of Renwood Name. The Trust shall have nine months from the Effective Date to sell the entire stock of cigars that currently display the Renwood label, provided that the Trust does not alter or modify the cigars or their labels in any way. After the nine month period expires, Smerling, the Trust, or any entity they are or should hereinafter become affiliated with shall not use the Trademarks, including but not limited to the Renwood name or the Renwood bird design, unless such right is licensed in writing from the Company, its successors and/or assigns.

9. Company History. Company agrees that if it publishes a history of the Company it will state in such history that it was founded by Robert Smerling, who created the name Renwood in honor of his wife, whose name is Rene. Provided, however, the Company agrees to promptly remove the pictures of Mr. and Mrs. Smerling from its website, and not to re-post any pictures of them without their permission.

10. Mutual Release. In consideration of the covenants of this Agreement, each of the parties, for themselves and their respective agents, heirs, successors, predecessors, assigns, insurers and attorneys (“Releasors”), does hereby compromise, settle and forever release and discharge each other party, and each other party’s partners, principals, agents, employees, attorneys, representatives, successors, predecessors, and assigns (collectively, “Releasees”) from any and all claims, demands, damages, actions, causes of action, fees, costs, losses, expenses, attorneys' fees, court costs and liabilities of every kind and nature, whether known or unknown, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, actual or contingent, occurring, existing or arising prior to the execution of this Agreement (collectively, “Claims”), arising out of any matter or thing done or to be done, or alleged to be done or to be done, by the Releasees, or any of them, including, but not limited to, any and all Claims arising out of or related to the Disputes, as well as any claims or liabilities for malicious prosecution, abuse of process, sanctions and the like, from the beginning of time to and including the Effective Date hereof, whether related or unrelated to the subject matter of the Disputes.

11. Waiver of Civil Code Section 1542. The Parties acknowledge that they are familiar with, and expressly waive the provisions of Civil Code Section 1542 which provides:

“A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the Release which if known by him or her, must have materially affected his or her settlement with the debtor.”

The parties, and each of them, expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity, and the parties, and each of them, state that this possibility was taken into account in determining the consideration for this Agreement. A portion of the consideration was bargained for between the parties with the knowledge of the possibility of such unknown and underestimated claims and was given in exchange for a full satisfaction and discharge of all such claims. The parties, and each of them, expressly accept and assume the risk that facts now believed to be true are actually not true or that facts are different than currently believed, excepting only such facts as are represented as true in this Agreement. This Agreement shall remain effective notwithstanding such difference in facts.

12. Maintenance and Access to Books and Records. Company shall retain custody of all original Company books and records for seven (7) years after the effective date of this Agreement, and if Smerling becomes subject to a claim by any other party, Company agrees to provide Smerling (or his representatives) access to said books and records upon reasonable advance notice.

13. Notices. All notices to be given to any party under this Agreement shall be deemed to be delivered when received, if personally delivered or delivered by facsimile or e-mail (with confirmation of successful delivery by the sender’s machine) during normal business hours, or one business day after deposit with Federal Express or other established overnight delivery service, if sent by such service, or on the second business day after deposit with the United States Post Office, certified or registered mail, return receipt requested, postage prepaid,

if sent by United States mail. All notices shall be sent to the parties at the addresses stated below their signatures on this Agreement, or to such subsequent address as each may advise the others.

14. Entire Agreement. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements and understandings, written or oral, between the parties pertaining to the subject matter hereof. This Agreement constitutes a final and complete integration of the parties' agreements, promises and understandings.

15. Counterparts and Delivery. This Agreement may be executed in separate counterparts, which together constitute one instrument, and may be delivered between the parties by facsimile or e-mail transmission.

16. Successors and Survival. This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

17. Attorneys Fees. The parties agree that each is to bear his and its own individual attorneys fees and costs arising from or associated with the matters resolved through this Agreement and in connection with the drafting, negotiation and implementation of this Agreement. In the event that any party to this Agreement attempts to set aside or enforce this Agreement, or brings any action for breach, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses.

18. Construction. This Agreement shall be construed reasonably so as to carry out its overall intent without regard to who drafted the document and shall not be construed against any party, but shall be construed as though all parties participated in the drafting of this Agreement.. This Agreement may only be amended in writing and only if said writing is signed by all Parties hereto. This Agreement creates no rights or benefits in any person not a party to the Agreement. Each provision of this Agreement shall be separately enforceable and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

19. Legal Representation. The parties acknowledge that they have been represented in the negotiation and review of this Agreement by counsel of their own choosing or have had the opportunity to be so represented, that they have read this Agreement or had it read to them by counsel, that they understand this Agreement and that they are fully aware of the contents and legal effect of this Agreement.

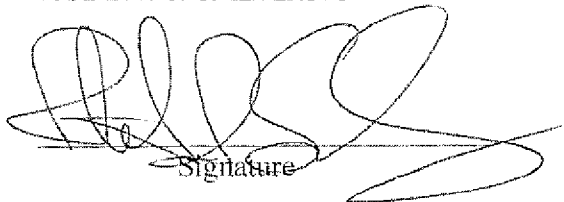
20. Jurisdiction and Venue. The parties acknowledge and agree that jurisdiction and venue for resolving any dispute related to this Agreement and/or the enforcement of the terms hereof shall reside solely with the Bankruptcy Court. In the event that the Bankruptcy Court declines jurisdiction of any such dispute, the parties agree to exclusive jurisdiction and venue in the United States District Court for the Eastern District of California, or, if necessary, to jurisdiction and venue in the Superior Court for the County of Sacramento, California.

21. No Additional Inducement. The parties declare and represent that no promise, inducement, or representation has been made to them except as expressly set forth herein, and that this Agreement is executed without reliance on any promise, inducement or representation

except as expressly set forth herein. This Agreement is fully and voluntarily entered into by the parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the dates set forth below.

ROBERT I. SMERLING



Signature

Address:
Robert I. Smerling
PO Box 255785
Sacramento, CA 95865
Fax: (none)
E-mail: r.smerling@earthlink.net
Date: 3/7/11

MARK J. GROSBY, TRUSTEE OF THE
NEWPORT SEASHORE TRUST, A VERMONT
TRUST

Signature

Address:
Newport Seashore Trust
Mark J. Grosby, Trustee
Post Office Box 297
6971 Main Street
Waitsfield, VT 05673-0297
Fax: 802-496-6170
E-mail: lawyer@madriver.com
Date: _____

RENWOOD WINERY, INC.

By: Winston Mar, Receiver

Address:
Renwood Winery, Inc.
12225 Steiner Road
Plymouth, CA 95669
Fax: _____
E-mail: _____
Date: _____

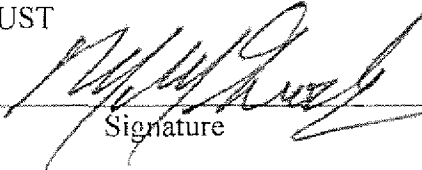
except as expressly set forth herein. This Agreement is fully and voluntarily entered into by the parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the dates set forth below.

ROBERT I. SMERLING

MARK J. GROSBY, TRUSTEE OF THE
NEWPORT SEASHORE TRUST, A VERMONT
TRUST

Signature



Signature

Address:
Robert I. Smerling
PO Box 255785
Sacramento, CA 95865
Fax: (none)
E-mail: r.smerling@earthlink.net
Date: _____

Address:
Newport Seashore Trust
Mark J. Grosby, Trustee
Post Office Box 297
6971 Main Street
Waitsfield, VT 05673-0297
Fax: 802-496-6170
E-mail: lawyer@madriver.com
Date: March 7, 2011

RENWOOD WINERY, INC.

By: Winston Mar, Receiver

Address:
Renwood Winery, Inc.
12225 Steiner Road
Plymouth, CA 95669
Fax: _____
E-mail: _____
Date: _____

except as expressly set forth herein. This Agreement is fully and voluntarily entered into by the parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the dates set forth below.

ROBERT I. SMERLING

MARK J. GROSBY, TRUSTEE OF THE
NEWPORT SEASHORE TRUST, A VERMONT
TRUST

Signature

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Address:
Robert I. Smerling
PO Box 255785
Sacramento, CA 95865
Fax: (none)
E-mail: r.smerling@earthlink.net
Date: _____

Address:
Newport Seashore Trust
Mark J. Grosby, Trustee
Post Office Box 297
6971 Main Street
Waitsfield, VT 05673-0297
Fax: 802-496-6170
E-mail: lawyer@madriver.com
Date: _____

RENWOOD WINERY, INC.



By: Winston Mar, Receiver

Address:
Renwood Winery, Inc.
12225 Steiner Road
Plymouth, CA 95669
Fax: _____
E-mail: WINSTON.MAR@CRGPartners.com
Date: 3/7/11

EXHIBIT A

The Trademarks




Mark	Goods
Bird Logo 	Wines
Bird Logo 	Cigars
RENWOOD	Wines
RENWOOD	Cigars
RENWOOD FOR THOSE WHO KNOW ZIN	Wines
RENWOOD SIERRA SERIES	Wines
RENWOOD WINERY	Wines
RENWOOD WINERY DEDICATED TO THE ART & Design  RENWOOD WINERY <i>dedicated to the art</i>	Wines

EXHIBIT B

THE COMPANY REGISTRATIONS




Mark	Goods	Registration No.
Bird Logo 	Wines	2,989,248
Bird Logo 	Cigars	2,173,991
RENWOOD	Wines	2,992,234
RENWOOD	Wines	2,992,045
RENWOOD	Cigars	2,202,169
RENWOOD FOR THOSE WHO KNOW ZIN	Wines	3,327,003
RENWOOD SIERRA SERIES	Wines	2,066,824
RENWOOD WINERY	Wines	2,989,299
RENWOOD WINERY DEDICATED TO THE ART & Design  RENWOOD WINERY <i>dedicated to the art</i>	Wines	2,992,233

EXHIBIT C

Form of

TRADEMARK ASSIGNMENT
(Pending federal applications)

WHEREAS, Newport Seashore Trust, a Vermont trust (“Assignor”), having a principal place of business at Post Office Box 297, 6971 Main Street, Waitsfield, VT 05673-0297 holds record title to applications for the following trademarks in connection with the following goods and/or services (collectively, the “Applications”):

<u>Mark</u>	<u>Goods/Services</u>	<u>Serial Number</u>
RENWOOD	Wine (Int. Cl. 033)	85019658
RENWOOD WINERY	Wine (Int. Cl. 033)	85019755
(Renwood bird design)	Wine (Int. Cl. 033)	85019856

WHEREAS, pursuant to an Agreement between the parties dated March ____, 2011, Renwood Winery, Inc., a California corporation (“Assignee”), having a principal place of business at 12225 Steiner Road, Plymouth, California 95669, wishes to acquire from Assignor the Applications and any goodwill associated with the marks identified therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee and to Assignee's successors and assigns all of Assignor's right, title and interest in and to the Applications, together with that part of the goodwill of the business connected with the use of and symbolized by the marks set forth therein.

Assignor agrees to cooperate with Assignee or any successor thereof by executing and delivering any documents that may be necessary to protect, preserve or perfect Assignee's rights assigned herein. This Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns. This Assignment shall be governed by the laws of the State of California.

This Assignment is deemed to be effective as of the ____ day of _____, 2011.

Mark J. Grosby, Trustee of the Newport
Seashore Trust, a Vermont trust, Assignor

By: [DO NOT SIGN – EXAMPLE]

EXHIBIT D

COPIES OF CERTAIN VOID LICENSE AGREEMENTS

October 14, 1993 Copyright License Agreement
December 12, 1995 Trademark License Agreement, and
December 14, 1997 First Amendment of the Trademark License Agreement

[SEE ATTACHED]

Exhibit D

TRADEMARK
REEL: 004612 FRAME: 0701

COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (the "Agreement") is entered into as of October 14, 1993 (the "Effective Date") by and between Anglo-American Corp A.VV., a Dutch Antilles Corporation (the "Licensor"), and Renwood Winery Inc, a Georgia Corporation (the "Licensee," and together with Licensor, each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Licensor (i) has Purchased all right, including US Copyright from Artist Julian Landa for the work in Exhibit A (ii) and has applied for the registration of that copyrightable work of authorship more particularly described as follows: Oil Painting of Renwood Bird with stylized printing of the name RENWOOD,(the "Artwork") [a copy of which is attached as Exhibit A hereto and made a part hereof by reference]; and

WHEREAS, the Licensor owns all rights in and to the Artwork and retains all rights to the Artwork that are not transferred herein, and retains all common law copyrights and all federal copyrights that have been, or that may be granted by the Library of Congress; and

WHEREAS, the Licensor has the [exclusive] right to license others to produce, copy, make, or sell the Artwork;

WHEREAS, the Licensee wants to obtain, and the Licensor has agreed to grant, a license authorizing the use of the Artwork for wine labels (as defined below)] by the Licensee subject to the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. GRANT OF LICENSE.

Effective as of the Effective Date and subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Artwork, for wine label and any associated marketing strictly pertaining to the marketing of the wine. (including but not limited to electronic, print, video, and any other technology now known or that may be developed in the future), as follows:

- (a) to publish the Artwork, to reproduce the Artwork, to incorporate the Artwork onto wine labels (as defined below), and to reproduce the Artwork as need to sell wine.
- (b) to create and reproduce Derivative Works. "Derivative Works" shall mean any work based on the Artwork, or on the Artwork and other preexisting works, including motion picture versions, art reproductions, condensations, or any other form in which the Artwork may be recast, transformed,
- (c) to distribute copies of, display publicly, or use in any advertising the Artwork ,
- (d) to distribute copies of, display publicly, perform publicly, or use in any advertising any Derivative Works.

The Licensee shall make no other use of the Artwork.

2. NO ASSIGNMENT OR TRANSFER.

The Licensee hereby acknowledges and agrees that the rights granted to the Licensee by and obtained by the Licensee as a result of or in connection with this Agreement are license rights only and that nothing contained in this Agreement constitutes or shall be construed to be an assignment or exclusive license of any or all of the Licensor's rights in the Artwork. The Licensor retains ownership of the copyright in the Artwork, and all rights not expressly granted in this Agreement.

3. TERRITORY.

The license granted under this Agreement shall be for: World wide use wine only.

4. RESTRICTIONS.

The license granted in Section 1 above is expressly made subject to and limited by the following restrictions:

- (a) Limited Use. This permissions granted to the Licensee under this Agreement apply only to the uses and purposes stated herein and the Licensee may distribute, publicly display, or use in any advertising the Artwork only under the terms of this Agreement. The Licensee may not sublicense the Artwork. Any use that is inconsistent with the

limited license provided hereunder shall be a violation of the Licensor's copyright and subject to copyright law.

- (b) No Modification. The Licensee shall not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell, or otherwise convey the Artwork obtained from the Licensor in any way not specifically granted in Section 1 above without the prior written consent of the Licensor.
- (c) Right of Review. The Licensor reserves the right to review any Collective Work or Derivative Work before publication if the Artwork exceeds 10% of its total content.
- (d) Limitations on Transfer. The permission hereby granted is not transferable, not exclusive, and applies only to Artwork controlled by the Licensor and not to any artwork reproduced or incorporated by the artist in such Artwork.

5. FEES. .

The Licensee shall pay the Licensor \$ 1000 US dollars in consideration for the rights of the Licensee in and to the Artwork granted under this Agreement.

6. DELIVERY OF ARTWORK.

The Licensor will provide a color print, black and white print, 35 mm slide of the Artwork from which the Licensee can produce the Artwork for the purposes described herein.

7. OWNERSHIP AND USE OF ARTWORK.

- (a) Ownership of Artwork. The Licensee hereby acknowledges that the Licensor is the owner of the Artwork and of all associated Dutch and USA registrations and pending registrations, and the Licensee shall do nothing inconsistent with such ownership. The Licensee further agrees that it will not claim ownership rights to the Artwork, or any derivative, compilation, sequel or series, or related work owned by or used by the Licensor. The Licensee agrees that nothing in this Agreement shall give the Licensee any right, title, or interest in the Artwork other than the right to use the same in accordance with this Agreement.

- (b) Validity of Registrations. The Licensee hereby admits the validity of all copyrights for the Artwork and all associated registrations and acknowledges that any and all rights that might be acquired by the Licensee because of its use of the Artwork shall inure to the sole benefit of the Licensor; provided, however, that this subsection (b) shall not entitle the Licensor to all or any portion of the profits or revenues from the Licensee's permitted uses hereunder, except for the fees described in Section 6 above.
- (c) Limitation on Licensee's Actions. The Licensee agrees that it will not do anything inconsistent with the Licensor's ownership of the Artwork, and will not claim adversely to the Licensor, or assist any third party in attempting to claim adversely to the Licensor, with regards to such ownership. The Licensee further agrees that it will not challenge the Licensor's title to the Artwork, oppose any registration or re-registrations thereof, or challenge the validity of this Agreement or the grants provided herein or hereunder.

8. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any Artwork contract to which that Party is also a party.
- (b) The Licensor hereby represents and warrants as follows:
- A. It is the sole owner of all right, title, and interest in and to the Artwork;
 - B. It has the right to grant permission for use of the Artwork as specified in this Agreement;
 - C. the Artwork is original, is not in the public domain, and does not contain anything that is obscene;
 - D. It has not assigned, transferred, exclusively licensed, pledged, or otherwise encumbered the Artwork or agreed to do so;

- E. It is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Artwork;
- F. It is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement; and
- G. It was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Artwork purportedly licensed in Section 1.

9. DOCUMENTATION.

- a. Recordation of Agreement. The Licensor will, as soon as is reasonably possible following a request from the Licensee, provide the Licensee with a complete copy of all documentation (in any format) relating to the Artwork for the Licensee's own use, to meet record-keeping requirements of the Licensee, or to allow the Licensee to exercise its rights granted pursuant to this Agreement. The Licensor will also, on request:
 - i. execute and deliver, or cause to be executed and delivered, to the Licensee any additional papers, including any separate licenses of the Artwork, reasonably necessary to record the license in the United States [and throughout the world]; and
 - ii. generally do all other lawful acts reasonable and necessary to record the Agreement in the United States [and throughout the world].
- b. Licensee Assistance in Maintaining Work. The Licensee shall on request give to the Licensor or its authorized representatives any information as to its use of the Artwork, any Collective Work, or any Derivative Work that the Licensor may reasonably require and will render any (non-monetary) assistance reasonably required by the Licensor in maintaining the Artwork or any registrations thereof.

10. INDEMNIFICATION.

In the event that the Artwork infringes on any United States copyright of a third party not affiliated with the Licensee, the Licensor shall indemnify the Licensee against such claim; provided that all of the following are true:

- (a) the Licensee promptly gives notice of any such claim to the Licensor;

- (b) the Licensor controls the defense and settlement of such claim;
- (c) the Licensee fully cooperates with the Licensor in connection with its defense and settlement of such claim;
- (d) the Licensee stops all sales, distribution, and public use of or relating to the infringing Artwork, including as necessary any Collective Works or Derivative Works, if requested by the Licensor.

If the Licensee is enjoined from further use of any infringing Artwork or if the Licensee stops using any of the Artwork (including as necessary any Collective Works or Derivative Works) pursuant to the Licensor's request (as described in (d) above), the Licensor shall, at its own expense and option:

- (a) obtain the right for the Licensee to continue to use the infringing Artwork;
- (b) modify the infringing Artwork to eliminate such infringement (if practicable); or

The Licensor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Licensor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Artwork not made by the Licensor or (ii) the laws of any country other than the United States of America or its states.

11. TERMINATION.

- (a) Termination Procedures The Agreement will terminate immediately, without notice, if:
 - (1) before publication, the Licensee has not complied with the provisions of this Agreement;
 - (2) the Licensee attempts to assign, sublicense, transfer, or otherwise convey, without obtaining the Licensor's prior written consent, any of the rights granted to the Licensee by or in connection with this Agreement;
 - (3) the Licensee uses the Artwork in a manner not expressly permitted by this Agreement;

(4) the Licensee has a change of control of more than 50% of the stock in Renwood Winery Inc., becomes insolvent, files for bankruptcy, or ceases operation for any reason.

(b) Effect of Termination. All rights granted by this Agreement including, without limitation, the Licensee's right to use the Artwork, shall end on termination of this Agreement. On termination of this Agreement, the Licensee agrees [as soon as is commercial feasible] to promptly discontinue all use of the reproduced Artwork, any Collective Work, or any Derivative Work and to refrain from further reproduction, publishing, and distributing of such reproduced Artwork, Collective Work, or Derivative Work. Notwithstanding the foregoing, the Licensee shall have the right to fill existing orders and sell off existing copies of the reproduced Artwork, Collective Work, or Derivative Work then in stock; provided, however, the sell-off period shall not exceed 2 months from the date of termination. The Licensor shall have the right to verify the existence and validity of the existing orders and existing copies of the reproduced Artwork, Collective Work, or Derivative Work then in stock on reasonable notice to the Licensee.

12. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Licensor. The Licensee will need to seek approval for all change of ownership from the Licensor, including the option to negotiate new fees.

13. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

14. NO AGENCY RELATIONSHIP.

This Agreement creates a licensor-licensee relationship between the Parties. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship between the Parties.

15. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by fax, or by mail (registered or

certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Licensor:
Anglo-American Corp AVV
c/o ATC Trustees NV.
Chuchubiweg 17
Curacao, Netherland Antilles

If to the Licensee:
Renwood Winery Inc.
PO Box 399
Plymouth, California 95669 USA

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Massachusetts, USA. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to (i) use the courts located in Boston Massachusetts USA, (ii) reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

17. SEVERABILITY.

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

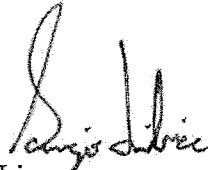
18. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

In Witness Whereof, each of the parties has caused this agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

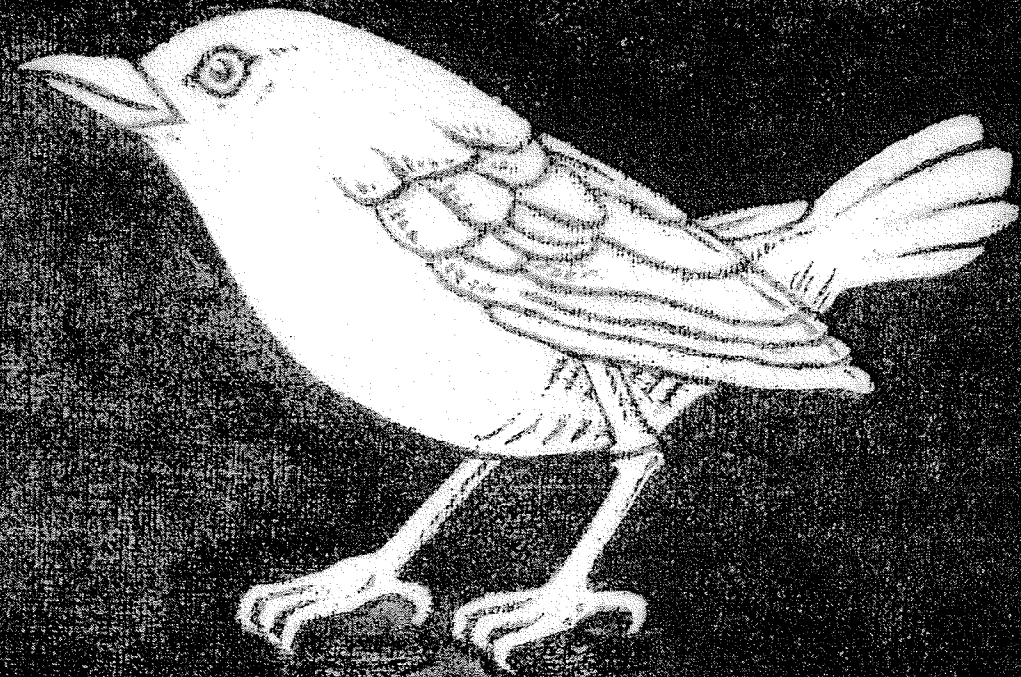


Licensee
Renwood Winery Inc
Date: 10/21/93



Licensor
Anglo American Corp AVV.
Date: October 14, 1993

Artwork attached as exhibit A.



RENWOOD

EXHIBIT TRADEMARK
REEL: 004612 FRAME: 0711

TRADEMARK LICENSE AGREEMENT

AGREEMENT dated this 12th day of Decemeber 1995 by and between Anglo American Corp AVV., a Dutch Antilles Corporation, ATC Trustees N.V. Chuchubiweg 17, Curacao, Netherland Antilles ("TRADEMARK LICENSOR") and Renwood Winery Inc a California Corporation, PO Box 399, Plymouth, California, 95669 USA ("TRADEMARK LICENSEE").

WHEREAS, TRADEMARK LICENSEE wishes to use the TRADEMARK in the United States on Wines produced and bottled in Amador County, California; and

WHEREAS, TRADEMARK LICENSOR owns a Dutch trademark under the registration of Renwood for Wines which TRADEMARK LICENSEE desires to use in connection with [list products]; and

WHEREAS, TRADEMARK LICENSOR is willing to license and allow TRADEMARK LICENSEE to use said Renwood trademark under the terms and conditions set forth in this Agreement.

Now, in consideration of the foregoing, the covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF TRADEMARK LICENSE

TRADEMARK LICENSOR hereby grants to TRADEMARK LICENSEE a nonexclusive license and right to use the Renwood trademark identified in the Schedule attached hereto ("LICENSED TRADEMARK"), (i) on the respective wine products set forth in the Schedule attached hereto ("PRODUCTS"); (ii) solely in the TERRITORY defined as the United States, its territories and possessions, Canada, Mexico, Japan, Caribbean and Europe; (iii) subject to the terms and conditions of this Agreement.

2. QUALITY CONTROL

TRADEMARK LICENSEE shall apply the LICENSED TRADEMARK only to PRODUCTS which have been manufactured in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion set forth in the control specifications which are annexed to this Agreement as Exhibit A ("CONTROL SPECIFICATIONS"). The CONTROL SPECIFICATIONS are furnished to TRADEMARK LICENSEE in confidence pursuant to Section 3 of this Agreement.

TRADEMARK LICENSOR shall have the right at any time to conduct during regular business hours an examination of PRODUCTS manufactured by TRADEMARK LICENSEE (including those assembled or tested) at TRADEMARK LICENSEE'S facilities to determine compliance of such PRODUCTS with the applicable CONTROL SPECIFICATIONS. If at any time such PRODUCTS shall, in the sole opinion of TRADEMARK LICENSOR, fail to conform with the standards of quality in materials, design, workmanship, use, advertising, and promotion set forth in such CONTROL SPECIFICATIONS, TRADEMARK LICENSOR or its authorized representative shall so notify TRADEMARK LICENSEE. Upon such notification TRADEMARK LICENSEE shall promptly cease to use the LICENSED TRADEMARK on such PRODUCTS and not sell such nonconforming PRODUCTS until the standards of quality contained in the applicable CONTROL SPECIFICATIONS have been met to the satisfaction of TRADEMARK LICENSOR.

TRADEMARK LICENSEE agrees to furnish to the Quality Control Representative to be designated by TRADEMARK LICENSOR, samples of TRADEMARK LICENSEE manufactured PRODUCT bearing the LICENSED TRADEMARK, as TRADEMARK LICENSOR may request from time-to-time, for inspections and tests to assure conformance of the PRODUCTS with applicable CONTROL SPECIFICATIONS.

3. CONFIDENTIALITY OF INFORMATION AND USE RESTRICTION

The CONTROL SPECIFICATIONS and other technical information furnished to TRADEMARK LICENSEE under this Agreement shall remain the property of TRADEMARK LICENSOR and shall be returned to TRADEMARK LICENSOR upon request. Unless such information was previously known to TRADEMARK LICENSEE free of any obligation to keep it confidential or has been or is subsequently made public by TRADEMARK LICENSOR, it shall be held in confidence and shall be used only for the purposes of this Agreement.

4. COSTS

A. All costs associated with inspection of PRODUCTS for compliance with the applicable CONTROL SPECIFICATIONS shall be borne by TRADEMARK LICENSEE. Such costs shall include reasonable and necessary travel and inspection services. An invoice for such expenses and services shall be rendered to TRADEMARK LICENSEE within thirty (30) days after completion of inspection and TRADEMARK LICENSEE shall remit payment of such invoices within thirty (30) days from receipt thereof.

B. All payments due under this Section 5 shall be made in accordance with Section 14 hereof.

5. NEGATION OF WARRANTIES

TRADEMARK LICENSOR and its SUBSIDIARIES make no warranties regarding ownership of any rights in or the validity of said LICENSED TRADEMARK.

6. ANCILLARY USE OF LICENSED TRADEMARK BY TRADEMARK LICENSEE

TRADEMARK LICENSEE is further authorized to use in the TERRITORY, LICENSED TRADEMARK in PRODUCT related marketing material including the use of the LICENSED TRADEMARK in publicity, advertising, signs, product brochures, cartons and other forms of advertising subject to the terms and conditions of this Agreement and the applicable CONTROL SPECIFICATION.

7. CONDITIONS APPLICABLE TO APPEARANCE OF LICENSED TRADEMARK

TRADEMARK LICENSEE shall comply with conditions set forth in writing from time-to-time by TRADEMARK LICENSOR with respect to the style, appearance and manner of use of the LICENSED TRADEMARK. Any use of the LICENSED TRADEMARK not specifically provided for by such conditions shall be adopted by TRADEMARK LICENSEE only upon prior approval in writing by TRADEMARK LICENSOR. In addition, TRADEMARK LICENSOR may request that a notice or notices acceptable to TRADEMARK LICENSOR be used on the PRODUCTS and/or marketing material bearing LICENSED TRADEMARK to identify the licensed use under the Agreement and the proprietary rights of TRADEMARK LICENSOR.

Prior to any application to equipment of said LICENSED TRADEMARK any notice(s) or sample(s) of product identification shall be provided by TRADEMARK LICENSEE for final review and approval Sergio Liberia, ATC Trustees Curacao Netherlands Antilles. Representative specimens showing the LICENSED TRADEMARK, notice(s), and their location on the PRODUCTS shall be provided by TRADEMARK LICENSEE to TRADEMARK LICENSOR from time-to-time upon request.

Marketing material which uses a LICENSED TRADEMARK or which refers to TRADEMARK LICENSOR or its SUBSIDIARIES shall conform to the TRADEMARK USE CONTROL SPECIFICATIONS as amended from time-to-time. All such TRADEMARK LICENSEE-initiated marketing material may, at TRADEMARK Licensor's option, be subject to prepublication review and approval with respect to, but not limited to, content, style, appearance, composition, timing and media. One copy of all such marketing material shall be provided to TRADEMARK LICENSOR (Attention: [Name and Address]) within (1) month of publication.

8. PROTECTION OF LICENSED TRADEMARKS

TRADEMARK LICENSEE admits the validity of, and agrees not to challenge the LICENSED TRADEMARK. TRADEMARK LICENSEE also agrees that any and all rights that may be acquired by the use of the LICENSED TRADEMARK by TRADEMARK LICENSEE shall inure to the sole benefit of TRADEMARK LICENSOR. TRADEMARK LICENSEE agrees to maintain registrations of the marks in the USA at their sole expense for the benefit of the TRADEMARK LICENSOR, execute all papers reasonably requested by TRADEMARK LICENSOR to effect further registration of, maintenance and renewal of the LICENSED TRADEMARK and, where applicable, to record TRADEMARK LICENSEE as a registered user of the LICENSED TRADEMARK.

TRADEMARK LICENSEE further agrees not to register in any country any name or mark resembling or confusingly similar to the LICENSED TRADEMARK. If any application for registration is, or has been filed in any country of said TERRITORY by TRADEMARK LICENSEE which relates to any name or mark which, in the sole opinion of TRADEMARK LICENSOR, is confusingly similar, deceptive or misleading with respect to the LICENSED TRADEMARK, TRADEMARK LICENSEE shall immediately abandon any such application or registration or, at TRADEMARK Licensor's sole discretion, assign it to TRADEMARK LICENSOR. TRADEMARK LICENSEE shall reimburse TRADEMARK LICENSOR for all the costs and expenses of any opposition, cancellation or related legal proceedings, including attorney's fees, instigated by TRADEMARK LICENSOR or its authorized representative, in connection with any such registration or application.

In the event that TRADEMARK LICENSEE learns of any infringement or threatened infringement of the LICENSED TRADEMARK or any passing-off or that any third party alleges or claims that the LICENSED TRADEMARK is liable to cause deception or confusion to the public, or is liable to dilute or infringe any right, TRADEMARK LICENSEE shall forthwith notify TRADEMARK LICENSOR or its authorized representative giving particulars thereof and TRADEMARK LICENSEE shall provide necessary information and assistance to TRADEMARK LICENSOR or its authorized representatives in the event that TRADEMARK LICENSOR decides that proceedings should be commenced or defended. Any such proceedings shall be at the expense of TRADEMARK LICENSOR and TRADEMARK LICENSEE equally; and any recoveries shall be equally divided between TRADEMARK LICENSOR and TRADEMARK LICENSEE. Nothing herein, however, shall be deemed to require TRADEMARK LICENSOR to enforce the LICENSED TRADEMARK against others.

In the performance of this Agreement, TRADEMARK LICENSEE shall comply with all applicable laws and regulations, and those laws and regulations particularly pertaining to the proper use and designation of trademarks in the countries of said TERRITORY. Should TRADEMARK LICENSEE be or become aware of any applicable laws or regulations which are inconsistent with the provisions of this Agreement, TRADEMARK LICENSEE shall promptly notify TRADEMARK LICENSOR of such inconsistency. TRADEMARK LICENSOR may, at its option, either waive the performance of such inconsistent provisions or terminate the license and rights granted hereunder.

9. AGREEMENT PERSONAL

The benefit of this Agreement shall be personal to TRADEMARK LICENSEE who shall not without the prior consent in writing of TRADEMARK LICENSOR assign the same, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect to the LICENSED TRADEMARK.

10. TERM AND TERMINATION

Unless sooner terminated in accordance with this Agreement, the trademark license granted under this Agreement shall commence on the date of this Agreement, and shall continue in effect until October 1 2042.

Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the LICENSED TRADEMARK), privileges and obligations arising from this Agreement (except the confidentiality requirement in Section 3 and the obligations or limitations in Sections 4, 6, 8 and 11 of this Agreement) shall cease to exist.

In the event of a significant breach of this Agreement by either party, the other party may terminate the license and rights granted to the breaching party under this Agreement by giving written notice to such breaching party of termination and the basis for such termination. The license and rights granted under this Agreement shall terminate sixty (60) days after mailing of such written notice unless such breach is cured within such sixty (60) day period. The following matters shall be deemed to be significant breaches:

- A. TRADEMARK Licensee's failing to make any payment specified in Sections 5 or 14; or
- B. TRADEMARK Licensee's using any trademarks, service marks, trade or business names contrary to the provisions hereof; or
- C. TRADEMARK Licensee's offering for sale PRODUCTS bearing the LICENSED TRADEMARK which PRODUCTS fail to meet the standards set forth in the CONTROL SPECIFICATIONS; or
- D. TRADEMARK Licensee's refusing or neglecting a request by TRADEMARK LICENSOR for sample PRODUCTS, marketing materials, advertising copy, stationery, or other materials, or access to the premises of TRADEMARK LICENSEE; or
- E. TRADEMARK Licensee's using the LICENSED TRADEMARK on PRODUCTS or on marketing material or referencing TRADEMARK LICENSOR, or its SUBSIDIARIES without conforming to written instructions provided by TRADEMARK LICENSOR; or
- F. TRADEMARK Licensee's assigning or purporting to assign any of the rights granted herein to others without the prior written approval of TRADEMARK LICENSOR; or
- G. TRADEMARK Licensee's failing to maintain the CONTROL SPECIFICATIONS and other information furnished hereunder in confidence or failing to restrict the transmission of information, products and commodities as required by Section 4 of this Agreement.

TRADEMARK LICENSOR may, at its option, forthwith terminate the license and rights granted in this Agreement to TRADEMARK LICENSEE to use the LICENSED TRADEMARK, upon the occurrence of any of the following events:

- i. TRADEMARK LICENSEE undergoing a substantial change of ownership (whether resulting from merger, acquisition, consolidation or otherwise); or
- ii. An inconsistency occurring between any applicable laws and regulations and the provisions of this Agreement, as provided in Section 9 of this Agreement.

iii. TRADEMARK LICENSEE file for bankruptcy, insolvency or dissolves the company, the company is seized by Federal or state authorities the LICENSED TRADEMARK without notice will be terminated and all rights canceled.

After the expiration or termination of the license and rights granted under this Agreement, TRADEMARK LICENSEE agrees to cease and discontinue completely further use of the LICENSED TRADEMARK.

11. INDEMNITY

a.) TRADEMARK LICENSEE shall defend, indemnify and hold TRADEMARK LICENSOR, its SUBSIDIARIES, and its authorized representatives, harmless against all claims, suits, costs, damages and judgments incurred, claimed or sustained by third parties, whether for personal injury or otherwise, because of the manufacture, marketing, use or sale of PRODUCTS bearing LICENSED TRADEMARK and shall indemnify TRADEMARK LICENSOR for all damages due to any improper or unauthorized use of the LICENSED TRADEMARK.

b.) TRADEMARK LICENSEE shall maintain at its own expense in full force and effect at all times during which PRODUCTS bearing the LICENSED TRADEMARK are being sold, with a responsible insurance carrier acceptable to TRADEMARK LICENSOR, at least a Five Million Dollar products liability insurance policy with respect to the PRODUCTS. This insurance shall be for the benefit of TRADEMARK LICENSOR and TRADEMARK LICENSEE and shall provide for at least ten days prior written notice to TRADEMARK LICENSOR and TRADEMARK LICENSEE of the cancellation or any substantial modification of the policy. This insurance may be obtained for TRADEMARK LICENSOR by TRADEMARK LICENSEE in conjunction with a policy which covers products other than the PRODUCTS.

c.) TRADEMARK LICENSEE shall, from time to time upon reasonable request by TRADEMARK LICENSOR, promptly furnish or cause to be furnished to TRADEMARK LICENSOR evidence in form and substance satisfactory to TRADEMARK LICENSOR, of the maintenance of the insurance required by Section B above, including, but not limited to, originals or copies of policies, certificates of insurance (with applicable riders and endorsements) and proof of premium payments.

12. NOTICES

Any notice required or permitted to be given under this Agreement shall be by written communications by way of telex or air letter, registered and postage prepaid, or by confirmed facsimile message or personal delivery, and shall be directed by one party to the other at its respective address as follows unless otherwise provided for in this Agreement:

TRADEMARK LICENSOR: Sergio Liberia, ATC Trustees N.V. Chuchubiweg 17
Curacao, Netherlands Antilles
TRADEMARK LICENSEE: Robert Smerling, Renwood Winery Inc. PO Box 399,
Plymouth, California 95669 USA.

Either party may change its address to which notices or requests shall be directed by written notice to the other party, but until such change of address has been received any notice or request sent to the above addresses shall be effective upon mailing and shall be considered as having been received.

13. ROYALTIES

A. Immediately upon execution of this Agreement, TRADEMARK LICENSEE shall pay TRADEMARK LICENSOR an initial fee of \$ 1000 U.S. dollars).

b. Any use of the LICENSED TRADEMARK after the expiration of the Trademark Agreement or termination as specified in section 10 of this agreement shall cause TRADEMARK LICENSEE to pay TRADEMARK LICENSOR a royalty of 10% of gross sales with 30 days of said sale of PRODUCT with Trademark. Upon demand by TRADEMARK LICENSOR all sales must cease. Any damages incurred from these activities or legal fee associated with this will be the sole responsibility of the TRADEMARK LICENSEE. All bill submitted by TRADEMARK LICENSOR must be paid by TRADEMARK LICENSEE within 30 days.

c. Overdue payments hereunder shall be subject to a late payment charge calculated at an annual rate of three percent (5%) over the prime rate (as posted in New York City) during delinquency. If the amount of such charge exceeds the maximum permitted by law, such charge shall be reduced to such maximum.

d. TRADEMARK LICENSEE shall pay any tax (and any related interest and penalties), however designated, imposed as a result of the existence or operation of this Agreement including any tax which TRADEMARK LICENSEE is required to withhold or deduct from payments to TRADEMARK LICENSOR, except (i) any such tax constituting an income tax imposed upon TRADEMARK LICENSOR by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia), and (ii), if the aforesaid office of TRADEMARK LICENSEE is relocated to a jurisdiction outside of the United States proper, any foreign tax imposed on TRADEMARK LICENSOR or any of its subsidiaries if such tax is allowable as a credit against U.S. income taxes of any of such companies. In the case of taxes imposed pursuant to Section 14F (ii), TRADEMARK LICENSEE shall furnish TRADEMARK LICENSOR with any evidence required by United States taxing authorities to establish that any such tax has been paid.

14. SECTION HEADINGS

The headings of the several Sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

15. ENTIRE AGREEMENT

The provisions of this Agreement contain the entire agreement between the parties relating to use by TRADEMARK LICENSEE of LICENSED TRADEMARK on PRODUCTS, and on marketing material, manufactured or provided by TRADEMARK LICENSEE, and supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to the subject matter hereof. No rights are granted to use the LICENSED TRADEMARK on such TRADEMARK LICENSEE manufactured PRODUCTS or marketing material except as specifically set forth in this Agreement; and this Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by the parties. In the event of any conflict between the provisions of this Agreement and provisions in any other agreement involving TRADEMARK LICENSEE, the provisions of this Agreement shall prevail.

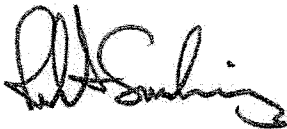
The construction and performance of this Agreement will be governed by the internal, substantive laws of the United States of America State the Commonwealth of Massachusetts, without regard to its choice of law rules. The TRADEMARK LICENSEE will be required to pay the legal fees of the TRADEMARK LICENSOR for the enforcement of this agreement.

16. GOVERNMENTAL LICENSES, PERMITS
AND APPROVALS

A. TRADEMARK LICENSEE, at its expense, shall be responsible for obtaining and maintaining all licenses, permits and approvals which are required by all appropriate governmental authorities, with respect in this Agreement, and to comply with any requirements of such governmental authorities for the registration or recording of this Agreement and for making payments hereunder. TRADEMARK LICENSEE shall furnish to TRADEMARK LICENSOR written evidence from such governmental authorities of any such licenses, permits, clearances, authorizations, approvals, registration or recording.

B. "APPROVAL" means the granting by all appropriate governmental authorities of all necessary licenses, permits, approvals, authorizations and clearances for this Agreement and the registration or recording of this Agreement as required by all governmental agencies.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.



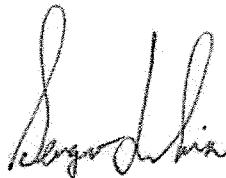
TRADEMARK LICENSEE
By: Renwood Winery Inc.
Name: Robert Smerling
Title: Chairman
Date: 12/15/95

LICENSED TRADEMARK

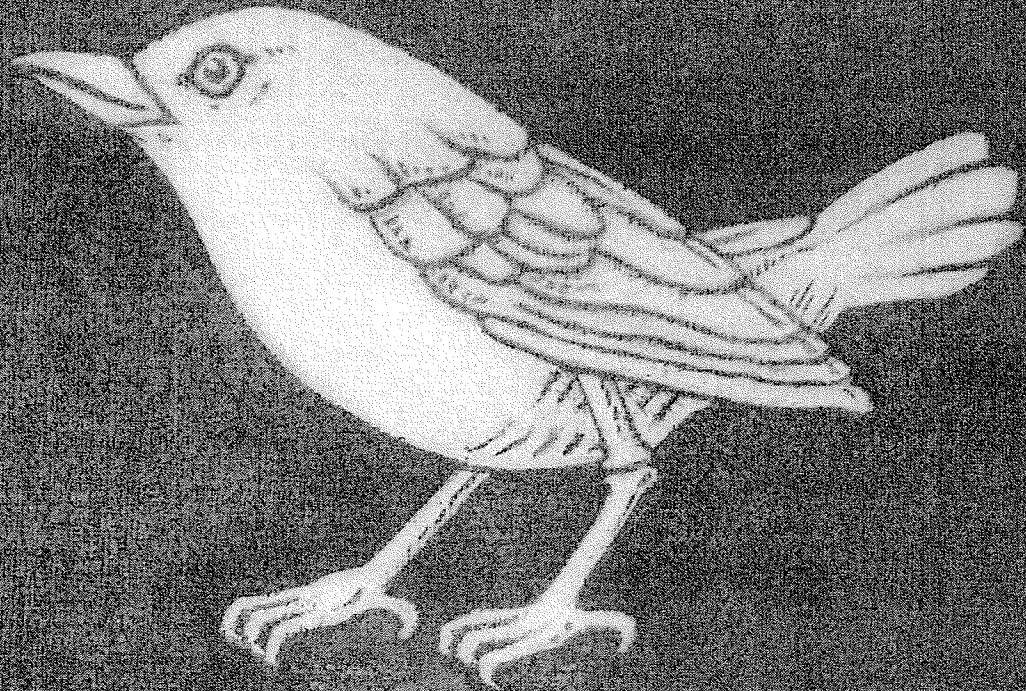
Mark: Renwood

PRODUCTS: Wine

CONTROL SPECIFICATIONS: Wines to be produced and bottled by Renwood Winery Inc in Amador County, California USA.



TRADEMARK LICENSOR
By: Anglo American Corp AVV
Name: Sergio Liberia
Title: Trustee
Date: December 14, 1995



RENWOOD

EXHIBIT B PAGE 20
TRADEMARK

REEL: 004612 FRAME: 0719

FIRST AMENDMENT
TRADEMARK LICENSE AGREEMENT

This FIRST AMENDMENT to the TRADEMARK LICENS AGREEMENT dated as of the 14th day of Decemeber 1997 by and between Anglo American Corp AVV., a Dutch Antilles Corporation, ATC Trustees N.V. Chuchubiweg 17, Curacao, Netherland Antilles ("TRADEMARK LICENSOR") and Renwood Winery Inc a California Corporation, PO Box 399, Plymouth, California, 95669 USA ("RWI").

WHEREAS the TRADEMARK LICENSOR and RWI have entered into a Trademark and License Agreement dated Decemebr 12, 1995 for the rights to the word "RENWOOD" and the logo of the bird with shadow. This agreement will amend certain provisions in the Trademark and License Agreement by mutual consent using terms as defined in the first agreement are used herein.

Now, in consideration of the foregoing, the covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF TRADEMARK LICENSE

Amended to include the right to use the Trademarks on cigars. The TRADEMARK LICENSOR grants RWI the right to sub License Tabaco Internacional Ltd. For the production of Renwood brand cigars. This is an exclusive License and may not be transferred. RWI will carry at least \$1 million in product liability at all times.

2. ROYALTIES

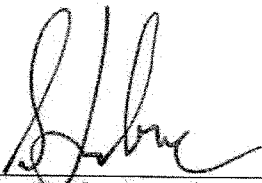
Amended to include; Immediately upon execution of this Agreement, RWI shall owe the TRADEMARK LICENSOR an annual fee of \$25,000 USA dollars per year. The first payment will be for calendar year 1997. Thereafter payments of \$25,000 USA dollars will accrue annually on January 2nd, commencing with the year 1998. TRADEMARK LICENSOR grants RWI the option of delaying payments. 5% interest will be charged compounded annually for all past due payments. TRADEMARK LICENSOR may demand payment at any time with 30 day written notice. Failure to pay in 30 days RWI will loose the rights to use the trademark immediately. Change of control or bankruptcy will also immediately terminate RWI's right to use the mark. If terminated for any reason RWI or it successor corporation will pay daily into an account designated by the TRADEMARK LICENSOR \$1.00 USA dollars per case of wine or cigars owned by RWI in bond or tax paid at any location in the world. All legal and accounting fees associated with monitoring this will be paid for by RWI. After 6 month the fee will increase to \$2.00 USA dollars per day. No new wines or cigars may be labeled with the Trademark if RWI is in default without a new contract.

3. TRADEMARK LICENSOR may transfer or sell it rights at anytime without notice to RWI. All terms and conditions of this agreement remain in force.

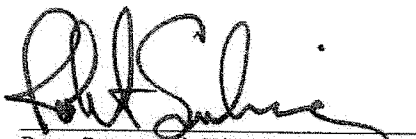
4. ENTIRE AGREEMENT

Amended to say this agreement will be governed by the laws of the State of California in the jurisdiction of Amador County. RWI will pay all legal fees for the TRADEMARK LICENSOR to defend or enforce this agreement.

RWI will execute this document, have it notarized and sent to the corporate office Anglo American Corp AVV. in Curacao.



By: Anglo American Corp AVV
Name: Sergio Liberia
Title: Trustee
Dated: December 14, 2007



By: Renwood Winery Inc
Name: Robert Smerling
Date: December 14, 1997

LICENSED TRADEMARK

Mark: Renwood & Logo.

TRADEMARK ASSIGNMENT
(Pending federal applications)

WHEREAS, Newport Seashore Trust, a Vermont trust ("Assignor"), having a principal place of business at Post Office Box 297, 6971 Main Street, Waitsfield, VT 05673-0297 holds record title to applications for the following trademarks in connection with the following goods and/or services (collectively, the "Applications"):

<u>Mark</u>	<u>Goods/Services</u>	<u>Serial Number</u>
RENWOOD	Wine (Int. Cl. 033)	85019658
RENWOOD WINERY	Wine (Int. Cl. 033)	85019755
(Renwood bird design)	Wine (Int. Cl. 033)	85019856

WHEREAS, pursuant to an Agreement between the parties dated March 7, 2011, Renwood Winery, Inc., a California corporation ("Assignee"), having a principal place of business at 12225 Steiner Road, Plymouth, California 95669, wishes to acquire from Assignor the Applications and any goodwill associated with the marks identified therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee and to Assignee's successors and assigns all of Assignor's right, title and interest in and to the Applications, together with that part of the goodwill of the business connected with the use of and symbolized by the marks set forth therein.

Assignor agrees to cooperate with Assignee or any successor thereof by executing and delivering any documents that may be necessary to protect, preserve or perfect Assignee's rights assigned herein. This Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns. This Assignment shall be governed by the laws of the State of California.

This Assignment is deemed to be effective as of the 18 day of July, 2011.

Mark J. Grosby, Trustee of the Newport
Seashore Trust, a Vermont trust, Assignor

By: 