

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM402122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DUCKHORN WINE COMPANY		10/14/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF THE WEST		
<b>Street Address:</b>	300 South Grand Avenue		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	as First Lien Agent: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3393541	BUCKS' CROSSING	
<b>Registration Number:</b>	3407336	LONE PINE VINEYARD	
<b>Registration Number:</b>	3110611	RIDGELINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	trademark@buchalter.com		
<b>Correspondent Name:</b>	SIGI HINOJOSA C/O BUCHALTER NEMER		
<b>Address Line 1:</b>	1000 Wilshire Blvd., Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-2457		
<b>ATTORNEY DOCKET NUMBER:</b>	U5087-0035		
<b>NAME OF SUBMITTER:</b>	Sigi Hinojosa		
<b>SIGNATURE:</b>	/Sigi Hinojosa/		
<b>DATE SIGNED:</b>	10/14/2016		
<b>Total Attachments: 5</b>			
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**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

October 14, 2016

DUCKHORN WINE COMPANY, a California corporation ("Debtor"), whose address is 1000 Lodi Lane, St. Helena, CA 94574, hereby acknowledge that, pursuant to the Agreement (defined below), they have granted to BANK OF THE WEST, a California corporation, as Agent ("Secured Party"), whose address is 300 South Grand Avenue, 5<sup>th</sup> Floor, Los Angeles, California 90071, a security interest in and to all of the Debtor's right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by the Debtor (the "Trademarks"), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by the Debtor (the "Patents"); and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by the Debtor (the "Copyrights") to which such Trademarks, Patents, and Copyrights are appurtenant and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain First Lien Loan and Security Agreement (the "Agreement") dated as of October 14, 2016, among Mallard Intermediate, Inc., a Delaware corporation ("Intermediate Holdco"), Mallard Buyer Corp., a Delaware corporation ("Borrower Agent"), each other subsidiary of Intermediate Holdco party to the Agreement from time to time, including the Debtor (together with the Borrower Agent, each a "Borrower" and, collectively, "Borrowers"), the financial institutions party to the Agreement from time to time as lenders (collectively, "Lenders"), and Secured Party, as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), Bank of the West, ING Capital LLC ("ING Capital") and American AgCredit, PCA ("American AgCredit"), as joint lead arrangers, and Bank of the West, ING Capital and American AgCredit, as joint book runners, as security for the obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

\* \* \* \* \*

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

**DUCKHORN WINE COMPANY**

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

Name: Alex Ryan

Title: President and Chief Executive Officer

## EXHIBIT A

### Trademarks

Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
BUCKS' CROSSING	3393541	04-MAR-2008
LONE PINE VINEYARD	3407336	01-APR-2008
RIDGELINE	3110611	27-JUN-2006
RIDGELINE	TMA762322	24 MAR 2010

**EXHIBIT B**

**Patents**

**NONE.**

**EXHIBIT C**

**Copyrights**

**NONE.**