

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406400

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900381716		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUCKHORN WINE COMPANY		10/14/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST (as Second Lien Agent)		
Street Address:	300 South Grand Avenue, 5th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3393541	BUCKS' CROSSING	
Registration Number:	3407336	LONE PINE VINEYARD	
Registration Number:	3110611	RIDGELINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@buchalter.com		
Correspondent Name:	SIGI HINOJOSA C/O BUCHALTER NEMER		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	U5087-0035		
NAME OF SUBMITTER:	Sigi Hinojosa		
SIGNATURE:	/Sigi Hinojosa/		
DATE SIGNED:	11/22/2016		
Total Attachments: 5			
source=900381716 Memorandum and Notice of Security Interest in Intellectual Property (Duc #page1.tif			
source=900381716 Memorandum and Notice of Security Interest in Intellectual Property (Duc #page2.tif			

source=900381716 Memorandum and Notice of Security Interest in Intellectual Property (Duc #page3.tif
source=900381716 Memorandum and Notice of Security Interest in Intellectual Property (Duc #page4.tif
source=900381716 Memorandum and Notice of Security Interest in Intellectual Property (Duc #page5.tif

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

October 14, 2016

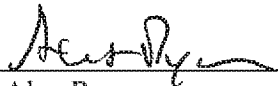
DUCKHORN WINE COMPANY, a California corporation ("Debtor"), whose address is 1000 Lodi Lane, St. Helena, CA 94574, hereby acknowledge that, pursuant to the Agreement (defined below), they have granted to BANK OF THE WEST, a California corporation, as Agent ("Secured Party"), whose address is 300 South Grand Avenue, 5th 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 Second 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, as sole lead arranger and book runner, 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.