

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): The Wine Group LLC		2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, as Collateral Agent Internal Address: _____ _____ _____ Street Address: P.O. Box 2558 _____ _____ City: Houston State: TX Zip: 77252-2558 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 09/30/03					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) None B. Patent No.(s) D391,494 and D387,668 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jeffrey M. Epstein, Esq. Internal Address: Kaye Scholer LLP _____ _____ Street Address: 425 Park Avenue _____ City: New York State: NY Zip: 10022-3598		6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41).....\$ 80.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 08-2792 - HOWARD, RICE			
DO NOT USE THIS SPACE					
9. Signature. Julie Barley Name of Person Signing Julie Barley Signature January 9, 2004 Date Total number of pages including cover sheet, attachments, and documents: 7					

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

CH \$80.00 062792 D391494

Recordation Form Cover Sheet

Security Agreement — Patent — Blank Page

The attached Recordation Form Cover Sheet is to record a Grant of Patent Security Interest:

Conveying Party: The Wine Group LLC

Receiving Party: JPMorgan Chase Bank, as Collateral Agent

-438135/1124327/v1

GRANT OF PATENT SECURITY INTEREST

WHEREAS, The Wine Group LLC, a Delaware limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, The Wine Group, Inc., a California corporation (the "Manager") and The Wine Group LLC, a Delaware limited liability company (the "Company," and together with the Manager, the "Co-Issuers"), and Noteholders (as defined below) have entered into separate Note Purchase Agreements, dated August 30, 2002 (said Note Purchase Agreements, as they may hereafter be amended, supplemented or otherwise modified from time to time, collectively being the "Note Purchase Agreement"), pursuant to which Noteholders have agreed to purchase \$150 million aggregate principal amount of Co-Issuers' Series 2002 Senior Secured Notes (collectively, the "Notes," such term to include any such notes issued in substitution therefor pursuant to the Note Purchase Agreement);

WHEREAS, pursuant to the Credit Agreement, dated as of August 30, 2002, by and among Co-Issuers, Lenders (as defined below), and Wells Fargo Bank, National Association, as the administrative agent, as amended by that certain Amendment Agreement No. 1, dated as of September 30, 2003, by and among the Co-Issuers and JPMorgan Chase Bank, as the successor administrative agent (in such capacity, the "Successor Agent"), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company;

WHEREAS, Secured Party (as defined below), Noteholders and Lenders have entered into, and upon their execution of a Counterpart, Additional Creditors will enter into that certain Collateral Agency and Intercreditor Agreement, dated as of August 30, 2002 (said Collateral Agency and Intercreditor Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Collateral Agency and Intercreditor Agreement"), pursuant to which Noteholders and Lenders have appointed, and upon their execution of such Counterpart, Additional Creditors will appoint Secured Party, and Secured Party has agreed to act, as collateral agent for Noteholders, Lenders and Additional Creditors;

WHEREAS, Subsidiary Grantors have guaranteed all present and future obligations to Noteholders under the Note Purchase Agreement and all present and future obligations to Lenders under the Credit Agreement and all future obligations to Additional Creditors under any Additional Agreement (including, without limitation, the obligation of Co-Issuers to make payments thereunder in the event of early termination thereof); and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of August 30, 2002 (said Security Agreement, as may hereafter be amended, supplemented or otherwise modified from time to time, collectively being the "Security Agreement," capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), among the Co-Issuers, each of the direct and indirect Subsidiaries of Co-Issuers party thereto (each of such undersigned Subsidiaries being a "Subsidiary Grantor" and collectively "Subsidiary Grantors") and each Additional Grantor that may become a party thereto after the

date hereof in accordance with Section 22 thereof and JPMorgan Chase Bank as the successor Collateral Agent to Wells Fargo Bank, National Association, for and representative of (in such capacity therein called "Secured Party")) the holders of the Notes ("Noteholders") under the Note Purchase Agreement referred to above, the financial institutions ("Lenders") that are party to the Credit Agreement referred to above and the Additional Creditors, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Note Purchase Agreement, the Credit Agreement and the Security Agreement (each of which as may be amended, supplemented or otherwise modified from time to time), Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "Patents"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

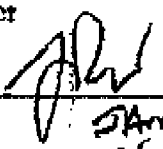
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of September, 2003.

THE WINE GROUP LLC

By: The Wine Group, Inc.
Title: Manager

By: 
Name: James Paul
Title: CFO

GRANT OF PATENT SECURITY INTEREST**SCHEDULE A****U.S. AND FOREIGN PATENTS**

TERRITORY	PATENT	APPLICATION OR REGISTRATION NO.	REGISTRATION DATE	CURRENT RECORD TITLE OWNER
Canada	Design (Bottle Large)	Reg. # 82,135	10/17/1997	Franzia Winery, L.P.
Canada	Design (Bottle Small)	Reg. # 82,136	10/17/1997	Franzia Winery, L.P.
United Kingdom	Design (Bottle Large)	Reg. # 2,064,822	11/1/1996	Franzia Winery, L.P.
United Kingdom	Design (Bottle Small)	Reg. # 2,064,821	11/1/1996	Franzia Winery, L.P.
United States	Design (Bottle Large)	D391,494	3/3/1998	Franzia Winery
United States	Design (Bottle Small)	D387,668	12/16/1997	Franzia Winery