

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Security Agreement previously recorded on September 20, 2001 under Reel/Frame No. 2373/0630.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
J. Lohr Winery Corporation		07/28/2008	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	Commercial Agency Management, 800 Fifth Avenue, 37th Floor
<b>Internal Address:</b>	Mail Code: WA1-501-37-20
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98104
<b>Entity Type:</b>	Banking:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2472820	CYPRESS
Registration Number:	2659657	CAROL'S VINEYARD
Registration Number:	3402384	FOG'S REACH
Registration Number:	2808769	PAINTER BRIDGE
Registration Number:	2760376	CROSSPOINT
Registration Number:	2939477	UNCAP YOUR SENSES
Registration Number:	2935975	UNDO, UNWIND, UNCOMPLICATED
Registration Number:	2953681	FLAVOR RICH. . .ANYTIME, ANYWHERE
Registration Number:	2818208	A BRIGHT NEW DIRECTION IN FLAVOR
Registration Number:	2818207	A FUSION OF FLAVOR AND FRESHNESS
Serial Number:	77091460	TOWER ROAD
Serial Number:	77386747	HORIZON RIDGE
Serial Number:	77174867	CYPRESS MOUNTAIN

CH \$390.00 2472820

Serial Number:	77009135	KISSED BY SUN AND SEA
Serial Number:	77149309	POETIC WINES FROM CALIFORNIA'S CENTRAL COAST

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: dpung@mofo.com  
 Correspondent Name: Jennifer Lee Taylor  
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ATTORNEY DOCKET NUMBER:	753-2515
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	07/29/2008

**Total Attachments: 4**  
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AMENDMENT TO SECURITY AGREEMENT – GENERAL INTANGIBLES  
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)

This AMENDMENT TO SECURITY AGREEMENT – GENERAL INTANGIBLES (PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE), dated as of July 28, 2008 (this “Amendment”), is entered into by and between J. LOHR WINERY CORPORATION, a California corporation having a principal place of business located at 1000 Lenzen Ave., San Jose, CA 95126 (the “Grantor”), and BANK OF AMERICA, N.A., as “Administrative Agent” under the Security Agreement referred to below (in such capacity, the “Agent”).

RECITALS

WHEREAS, the Grantor and the Agent previously entered into that certain Security Agreement, dated as of August 29, 2001 (the “Security Agreement”);

WHEREAS, in connection with the Security Agreement the Grantor and the Agent entered into that certain Security Agreement - General Intangibles (Patents, Trademarks, Copyrights, Computer Software), dated as of August 29, 2001 (the “Agreement”);

WHEREAS, pursuant to the Agreement, the Grantor granted to the Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in certain Collateral, including certain trademarks; and

WHEREAS, the Grantor and the Agent wish to amend the Agreement to include certain additional registered trademark and trademark application information.

NOW, THEREFORE, the Grantor and the Agent agree as follows:

1. Capitalized terms used but not defined in this Amendment (including in the recitals hereof) shall have the meanings set forth in the Agreement.

2. The Agreement is hereby amended by supplementing the registered trademark and trademark application information appended to the Agreement as exhibits with the additional registered trademark and trademark application information set forth in Schedule A hereto.

3. The Agent may record this Amendment with the United States Patent and Trademark Office, at the expense of the Grantor.

4. Except as herein expressly amended and supplemented, all of the terms and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

5. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS CONTEMPLATED HEREBY, OR THE REMEDIES AVAILABLE IN CONNECTION THEREWITH, IN


**RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A  
JURISDICTION OTHER THAN CALIFORNIA.**

*(remainder of page intentionally left blank; signature page follows)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

**THE GRANTOR:**

J. LOHR WINERY CORPORATION

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

Name: Jerome J Lehr

Title: President

**THE AGENT:**

BANK OF AMERICA, N.A.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

**THE GRANTOR:**

J. LOHR WINERY CORPORATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE AGENT:**

BANK OF AMERICA, N.A.

By: Ken Puro

Name: Ken Puro  
Vice President

Title: \_\_\_\_\_