

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Rutherford Hill Winery		11/17/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 South Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76619906	ICONOCLAST	
<b>Serial Number:</b>	75304675	HUNTER ASHBY	
<b>Serial Number:</b>	75299025	RUTHERFORD HILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Linda Kastner		
<b>Signature:</b>	/lk/		

OP \$90.00 76619906

Date:

11/17/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2008, by and between RUTHERFORD HILL WINERY, a California corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, the Grantor, Chimney Rock Winery, LLC, a California limited liability company, Terlato Wine Group, Ltd., a Delaware corporation, AW Holdings, LLC, a California limited liability company, Alderbrook Winery, LLC, a California limited liability company, Paterno Imports, Ltd., an Illinois corporation, IPC Aviation Inc., a Delaware corporation, Vintrio Corporation, an Illinois corporation, the other Grantors therein and Agent, for the benefit of Lenders, have entered into that certain Security Agreement dated as of November 14, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any

Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RUTHERFORD HILL WINERY**

By: Edward J. Otlik  
Name: Edward J. Otlik  
Its: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Rutherford Hill Winery Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RUTHERFORD HILL WINERY**

By: \_\_\_\_\_  
Name: Edward J. Pitlik  
Its: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**BANK OF AMERICA, N.A.**

By:  \_\_\_\_\_  
Name: Steve Erdmann  
Its: Senior Vice President

[Signature Page to Rutherford Hill Winery Trademark Security Agreement]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

Trademarks:

Case Number	Trademark	Country	Status	Classes & Goods	Application Number	Filing Date	Registration Number	Registration Date	Action Due	Due Date
77126-029	<b>ICONOCLAST</b>	U.S.	Allowed	Class 33 for wine	76/619,906	11/09/04	n/a	n/a	Statement of Use	01/03/09
77126-028	<b>HUNTER ASHBY</b>	U.S.	Registered	Class 33 for wine	75/304,675	06/06/97	2,164,068	06/09/98	Renewal	06/08/18
77126-143	<b>RUTHERFORD HILL</b>	Argentina	Registered	Class 33 for wine	2171602	08/26/98	1765405	12/01/99	Renewal	12/01/09
77126-036	<b>RUTHERFORD HILL</b>	Australia	Registered	Class 33 for wine	966005	08/13/03	966005	08/13/03	Renewal	08/13/13
77126-138	<b>RUTHERFORD HILL</b>	Brazil	Registered	Class 33 for wine	821105833	09/25/98	20017195	12/04/01	Renewal	12/04/11
77126-045	<b>RUTHERFORD HILL</b>	Brazil	Registered	Class 33 for wine	821105833	09/25/98	821105833	12/04/01	Renewal	12/04/11
77126-050	<b>RUTHERFORD HILL</b>	Brazil	Registered	Class 33 for wine	821105833	09/25/98	20017187	12/04/01	Renewal	12/04/11
77126-132	<b>RUTHERFORD HILL</b>	Canada	Registered	Class 33 for wine	886993	08/11/98	524971	03/15/00	Renewal	03/15/15
77126-127	<b>RUTHERFORD HILL</b>	Chile	Registered	Class 33 for wine	433625	11/20/98	598399	08/29/01	Renewal	06/27/11
77126-121	<b>RUTHERFORD HILL</b>	European Community	Registered	Class 33 for	901397	08/10/98	901397	12/23/99	Renewal	08/10/18

Case Number	Trademark	Country	Status	Classes & Goods	Application Number	Filing Date	Registration Number	Registration Date	Action Due	Due Date
				wine						
77126-078	<b>RUTHERFORD HILL</b>	France	Registered	Class 33 for wine	n/a	06/22/90	1607259	06/22/90	Renewal	05/31/10
77126-114	<b>RUTHERFORD HILL</b>	Japan	Registered	Class 33 for wine	2004-547317	n/a	2597639	11/30/93	Renewal	11/30/13
77126-032	<b>RUTHERFORD HILL</b>	New Zealand	Registered	Class 33 for wine	684754	08/13/03	684754	08/13/03	Renewal	08/13/10
77126-057	<b>RUTHERFORD HILL</b>	Taiwan	Registered	Class 33 for wine	90-026084	06/27/01	1005834	07/01/02	Renewal	07/01/12
77126-017	<b>RUTHERFORD HILL</b>	U.S.	Registered	Class 33 for wine	75/299,025	05/28/97	2,149,499	04/07/98	Renewal	04/07/18
77126-095	<b>RUTHERFORD HILL</b>	Venezuela	Registered	Class 33 for wine	1998015354	08/18/98	P-227008	07/07/00	Renewal	07/07/10
77126-064	<b>RUTHERFORD HILL WINERY</b>	China	Registered	Class 33 for wine	2001137507	01/08/01	1966168	09/14/02	Renewal	09/13/12

Copyrights and Patents:

None.