

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duckhorn Wine Company		06/01/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., formerly known as Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	500 West Monroe Street, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3643220	GOLDENEYE	
Registration Number:	3442329	GOWAN CREEK	
Registration Number:	2278480	KING EIDER	
Registration Number:	3332759	POSTMARK	
Registration Number:	3632521	TEN DEGREES	
Registration Number:	3811937	THE DISCUSSION	
Registration Number:	3412680	THE NARROWS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		

OP \$190.00 3643220

900193366

**TRADEMARK
 REEL: 004552 FRAME: 0779**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5125.163

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 06/02/2011

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of June, 2011, by DUCKHORN WINE COMPANY, a California corporation ("Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC., formerly known as Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, as borrower, and Grantee are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Reaffirmation of Financing Documents, dated as of the date hereof by Grantor and Heritage Wine, LLC, a Delaware limited liability company ("Holdings"), Grantor reaffirms its obligations under that certain Security Agreement, dated as of October 9, 2007, between Grantor, Holdings and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and to secure the payment of all of the Borrower's Obligations;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. GOVERNING LAW; SUBMISSION TO JURISDICTION.

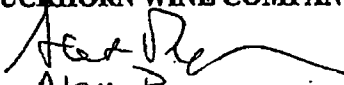
THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO GRANTEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

4. Amendment and Restatement. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of October 9, 2007 by Grantor in favor of Grantee (the "Original Trademark Security Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

[Signature Page Follows]

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

DUCKHORN WINE COMPANY


By Alex Ryan
Its President / CEO

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.,
formerly known as Merrill Lynch Business Financial
Services Inc., as Administrative Agent

By _____
Its _____

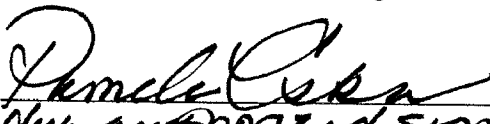
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DUCKHORN WINE COMPANY

By _____
Its _____


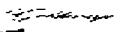
Agreed and Accepted
As of the Date First Written Above




GE BUSINESS FINANCIAL SERVICES INC.,
formerly known as Merrill Lynch Business Financial
Services Inc., as Administrative Agent

By 
Its duly authorized signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Reg. No. Reg. Date	Class/Description
CANDLESTICK RIDGE	2594483 Jul 16, 2002	33 Wines.
CANVASBACK	2972765 Jul 19, 2005	33 Wines.
CONFLUENCE	2601319 Jul 30, 2002	33 Wines.
DECOY	1647605 Jun 11, 1991	33 Wine.
DECOY AND DESIGN 	2313395 Feb 1, 2000	33 Wines.
DUCKHORN	2689807 Feb 25, 2003	33 Wines.
DUCKHORN VINEYARDS	1380695 Jan 28, 1986	33 Wines.
DUCKHORN VINEYARDS	2309011 Jan 18, 2000	21 Corkscrews.
GOLDENEYE	2239619 Apr 13, 1999	33 Wines.
GOLDENEYE 	3643220 Jun 23, 2009	33 Wines.
GOLDENEYE & DESIGN	2652395 Nov 19, 2002	33 Wines.
GOWAN CREEK	3442329 Jun 3, 2008	33 Wines.
KING EIDER	2278480 Sep 14, 1999	33 Vermouths and wines.
KING EIDER		33 Wines.

Mark	Reg. No. Reg. Date	Class/Description
KING EIDER DESIGN		33 Wines.
MIGRATION	2116362 Nov 25, 1997	33 Wines.
MISCELLANEOUS DESIGN 	2313396 Feb 1, 2000	33 Wines.
MISCELLANEOUS DESIGN (GOLDENEYE) 	2560002 Apr 9, 2002	33 Wines.
PARADUXX	2137930 Feb 17, 1998	33 Wines.
PARADUXX AND DESIGN 	2344817 Apr 25, 2000	20, 25 Wooden boxes (20); Polo shirts (25).
PARAJAXX	3397835 Mar 18, 2008	33 Wines.
POSTMARK	3332759 Nov 6, 2007	33 Wines.
RECTOR CREEK	2567653 May 7, 2002	33 Wine.
TEN DEGREES	3632521 Jun 2, 2009	33 Wines.
THE DISCUSSION	3811937 Jun 29, 2010	33 Wines.
THE NARROWS	3412680 Apr 15, 2008	33 Wines.

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