

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
J. Lohr Winery Corporation		06/17/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	800 Fifth Avenue, Floor 17
Internal Address:	Mail Code: WA1-501-17-32
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2229668	ARROYO VISTA
Registration Number:	2250518	HILLTOP
Registration Number:	2020571	OCTOBER NIGHT
Registration Number:	2021941	BAY MIST
Registration Number:	2317305	LOS OSOS
Registration Number:	2472820	CYPRESS
Registration Number:	2452661	CYPRESS
Registration Number:	2248980	J. LOHR
Registration Number:	1483748	ARIEL
Registration Number:	2659657	CAROL'S VINEYARD
Registration Number:	3402384	FOG'S REACH
Registration Number:	2808769	PAINTER BRIDGE
Registration Number:	2393724	RIGHT GRAPES RIGHT PLACE

CH \$1140.00 2229668

900205143

**TRADEMARK
 REEL: 004645 FRAME: 0215**

Registration Number:	2818208	A BRIGHT NEW DIRECTION IN FLAVOR
Registration Number:	2818207	A FUSION OF FLAVOR AND FRESHNESS
Registration Number:	2640836	FLAVOR SECOND TO NONE
Registration Number:	3477346	TOWER ROAD
Registration Number:	3509149	KISSED BY SUN AND SEA
Registration Number:	3659745	POETIC WINES FROM CALIFORNIA'S CENTRAL COAST
Registration Number:	3949271	LEAVE NO 'STONE UNTURNED
Registration Number:	3926818	FALCON'S PERCH
Registration Number:	1557142	CYPRESS VINEYARDS
Registration Number:	3775983	GESTURE
Registration Number:	2076866	WILDFLOWER
Registration Number:	2021940	SEVEN OAKS
Registration Number:	2015310	RIVERSTONE
Registration Number:	2025226	SOUTH RIDGE
Registration Number:	2939477	UNCAP YOUR SENSES
Registration Number:	2935975	UNDO, UNWIND, UNCOMPLICATED
Registration Number:	2953681	FLAVOR RICH. . .ANYTIME, ANYWHERE
Registration Number:	2508005	BRAMBLEWOOD
Registration Number:	2152725	AMBASSADOR
Registration Number:	1572299	CYPRESS CABERNET SAUVIGNON
Registration Number:	1655001	
Registration Number:	1065411	JADE
Registration Number:	1071578	J. LOHR
Registration Number:	1065410	
Registration Number:	2760376	CROSSPOINT
Serial Number:	77386747	HORIZON RIDGE
Serial Number:	85147685	HIGHLANDS BENCH
Serial Number:	85120770	RESPECTING NATURE. NURTURING BALANCE.
Serial Number:	75380886	TOP OF THE HILL
Serial Number:	75380977	TOWER ROAD
Serial Number:	75377835	
Serial Number:	77174867	CYPRESS MOUNTAIN

CORRESPONDENCE DATA

Fax Number: (415)268-7522

TRADEMARK
REEL: 004645 FRAME: 0216

Phone: 415-268-6810
Email: kaf9@mofa.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Rosemary S. Tarlton, Morrison & Foerster
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	753-2883
NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	10/20/2011

Total Attachments: 19

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SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)



1. THE SECURITY. The undersigned J. Lohr Winery Corporation ("the Borrower") for valuable consideration hereby grants to BANK OF AMERICA, N.A. (the "Administrative Agent") as administrative agent for the lenders (the "Lenders", and together with the Administrative Agent, collectively the "Secured Parties") party to that certain Credit Agreement (the "Credit Agreement") dated as of August 29, 2001, between the Borrower, Administrative Agent and the Lenders, a security interest in any right, title, or interest of the Borrower in or to the following described personal property, whether now owned or hereafter acquired (the "Collateral"):

A. All patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions.

B. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of the Borrower necessary to produce any products sold under any of the above.

C. All copyrights and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products, and United States and/or foreign applications for registration and registrations thereof.

D. All computer software programs developed or to be developed by the Borrower or in which the Borrower asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; all tangible property of the Borrower embodying or incorporating any such programs.

E. All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations.

F. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to the Borrower's good will connected with the use of the Collateral and the right to sue therefor.

G. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

H. All proceeds of any Collateral.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure the repayment of the Obligations and all Indebtedness of the Borrower to the Secured Parties. Unless the Borrower shall have otherwise agreed in writing, the terms "Obligations" and "Indebtedness" shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

3. **WARRANTIES AND REPRESENTATIONS.** The Borrower represents and warrants to the Secured Parties as follows:

A. Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Borrower has any right, title, or interest, throughout the world.

B. The Borrower has full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest transferred hereby, and the Borrower has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

C. The Borrower is the lawful owner of the entire right, title and interest in and to all the Collateral, free and clear of all Liens, other than Permitted Liens, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue third persons, except as the Secured Parties have consented to in writing.

4. **BORROWER'S COVENANTS.** The Borrower covenants and agrees that, unless compliance is waived by the Secured Parties in writing:

A. The Borrower will at its expense properly maintain the Collateral and shall not fail to renew and shall not otherwise abandon any Collateral. The Borrower will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto. The Borrower also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works, in each case, necessary for the Borrower's business.

B. The Borrower will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. The Borrower will not license or transfer any of the Collateral except with Bank's prior written consent.

C. The Borrower will promptly notify the Administrative Agent of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or

service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A hereto. The Borrower authorizes the Secured Parties, without notice to the Borrower, to modify this Agreement by amending Exhibit A to include any such Collateral.

D. The Borrower will promptly notify the Administrative Agent of any legal process which is levied against the Collateral and any other event which may have a material adverse effect on the value of the Collateral (including, but not limited to, conduct which might infringe on any Collateral) or the rights and remedies of the Secured Parties in relation thereto, and the Borrower will enforce all rights in the Collateral against any and all infringers thereof.

E. The Borrower will, at the request of the Administrative Agent, execute such other agreements, documents or instruments in connection with this Agreement as any Secured Party may reasonably deem necessary, including, but not limited to, those documents prepared by the Administrative Agent which, at the Administrative Agent's option, the Administrative Agent chooses to record with any Governmental Authority, in any State or at the Federal level or in any foreign country, relating to the security interest the Administrative Agent, on behalf of the Secured Parties, holds in the Collateral.

F. The Borrower will pay to the Secured Parties, on demand, the amounts of any fees required to be paid in connection with recordation of this Agreement or any other agreement, document, or instrument evidencing the Administrative Agent's security interest and any other rights in or to the Collateral.

5. **EVENTS OF DEFAULTS.** The Borrower shall be deemed in default under this Agreement upon the occurrence and during the continuance of an Event of Default.

6. **BANK'S REMEDIES AFTER EVENTS OF DEFAULT.** In addition to the rights and remedies set forth in the Security Agreement, in the event of any Event of Default the Secured Parties may:

A. Enforce the security interest given hereunder pursuant to the UCC and any applicable other law.

B. Take all other actions and exercise all rights and remedies provided for in any Loan Document.

7. **MISCELLANEOUS.**

A. In the event of a sale of Collateral (whether under power of sale herein granted, pursuant to judicial process or otherwise), the Borrower will duly execute and acknowledge all documents necessary or advisable to record title to such Collateral in the name of the purchaser, including, without limitation, valid and recordable assignments of such

Collateral.

B. The Borrower hereby appoints the Administrative Agent, effective upon the occurrence of an Event of Default, the Borrower's attorney-in-fact, with full authority to take any action and to execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of the Administrative Agent as the Borrower's attorney-in-fact is coupled with an interest and is irrevocable.

C. Any waiver, expressed or implied, of any provision hereunder and any delay or failure by the Secured Parties to enforce any provision shall not preclude the Secured Parties from enforcing any such provision thereafter.

D. This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the Borrower submits.

E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

F. In the event of any action by any Secured Party to enforce this Agreement or to protect the security interest of Bank in the Collateral, the Borrower agrees to pay the costs thereof, reasonable attorney's fees and other expenses.

G. This Agreement and any agreement or document attached hereto, referred to herein or executed concurrently herewith, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

H. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Credit Agreement. The rules of construction set forth in Section 1.02 of the Credit Agreement shall, to the extent not inconsistent with the terms of this Agreement, apply to this Agreement and are hereby incorporated by reference.

[The Signature Page Follows]

Dated as of August 29, 2001.

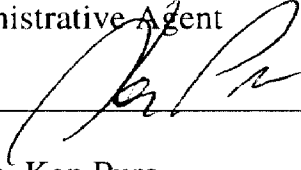
J. LOHR WINERY CORPORATION

By: _____

Name: Jerome J. Lohr

Title: President

BANK OF AMERICA, N.A., as
Administrative Agent

By:  _____

Name: Ken Puro

Title: Vice President

Dated as of August 29, 2001.

J. LOHR WINERY CORPORATION

By:  _____

Name: Jerome J. Lohr

Title: President

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____

Name: Ken Puro

Title: Vice President

[SIGNATURE PAGE - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004645 FRAME: 0223

EXHIBIT A

PATENTS

<u>Country</u>	<u>Patent Date</u>	<u>Issue Date</u>	<u>Investor(s) Name</u>	<u>Title</u>
USA	4,888,189	12/19/1989	Barry R. Gnekow	Ariel RO patent
USA	4,999,209	3/12/1991	Barry R. Gnekow	Ariel RO patent

EXHIBIT A

PENDING PATENT APPLICATIONS

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
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None

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

<u>State or Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
USA	2,393,724	10/20/2000	Right Grapes. Right Place
USA	2,229,668	3/2/1999	Arroyo Vista
USA	2,250,518	6/1/1999	Hilltop
USA	2,021,940	12/10/1996	Seven Oaks
USA	2,025,226	12/24/1996	South Ridge
USA	2,015,310	11/12/1996	Riverstone
USA	2,020,571	12/3/1996	October Night
USA	2,076,866	7/8/1997	Wildflower
USA	2,021,941	12/10/1996	Bay Mist
USA	2,317,305	2/8/2000	Los Osos
USA	2,452,661	5/22/2001	Cypress
USA	2,248,980	6/1/1999	J. Lohr
USA	2,152,725	4/21/1998	Ambassador
USA	1,676,037	2/18/1992	Prospero
USA	1,483,748	4/5/1998	Ariel

EXHIBIT A

PENDING TRADEMARK AND
SERVICE MARK APPLICATIONS

<u>State or Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Trademark or Service Mark</u>
USA	75/878497	12/20/1999	Bramblewood
USA	76/244368	4/20/2001	A Flavor Second to None

EXHIBIT A

COPYRIGHTS AND MASK WORKS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Copyright Owner's Name</u>	<u>Title of Work</u>
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None

EXHIBIT A

PENDING COPYRIGHT AND MASK WORK APPLICATIONS

Application
Serial No.
Work

Application
Filing Date

Applicant's Name

Title of

None

**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 June 17, 2011 (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. Lohr

Title: President

THE AGENT:

BANK OF AMERICA, N.A.

By: 

Name: Ken Puro

Title: Vice President

Signature page 2 to
Amendment to Security Agreement - General Intangibles

TRADEMARK
REEL: 004645 FRAME: 0233

SCHEDULE A

to the Amendment to Security Agreement – General Intangibles (Patents, Trademarks, Copyrights, Computer Software)

Registered trademark information to supplement Exhibit A of the Agreement:

Registration #	Application #	Application Date	Trademark
2,229,668	75380986	10/28/97	ARROYO VISTA
2,250,518	75380891	10/28/97	HILLTOP
2,020,571	75006129	10/16/95	OCTOBER NIGHT
2,021,941	75006128	10/16/95	BAY MIST
2,317,305	75593691	11/23/98	LOS OSOS
2,472,820	75752551	7/16/99	CYPRESS
2,452,661	75824073	10/15/99	CYPRESS AND TREE
2,248,980	75377837	10/23/97	J. LOHR
1,483,748	73643426	2/6/87	ARIEL
2,659,657	78099480	12/20/01	CAROL'S VINEYARD
3,402,384	77009136	9/27/06	FOG'S REACH
2,808,769	78221399	3/4/03	PAINTER BRIDGE
2,393,724	75871017	12/13/99	RIGHT GRAPES, RIGHT PRICE
2,818,208	76449002	9/13/02	A BRIGHT NEW DIRECTION IN FLAVOR
2,818,207	76449001	9/13/02	A FUSION OF FLAVOR AND FRESHNESS
2,640,836	76244368	4/20/01	FLAVOR SECOND TO NONE
3,477,346	77091460	1/25/07	TOWER ROAD
3,509,149	77009135	9/27/06	KISSED BY SUN AND SEA
3,659,745	77149309	4/5/07	POETIC WINES FROM CALIFORNIA'S CENTRAL COAST
3,949,271	85043585	5/10/10	LEAVE NO STONE UNTURNED
3,926,818	77925041	2/1/10	FALCON'S PERCH
1,557,142	73679768	8/21/87	CYPRESS VINYARD
3,775,983	77656929	1/26/09	GESTURE
2,076,866	75005983	10/16/95	WILDFLOWER
2,021,940	75006102	10/16/95	SEVEN OAKS
2,015,310	75006511	10/16/95	RIVERSTONE
2,025,226	75006127	10/16/95	SOUTH RIDGE
2,939,477	76584600	4/2/04	UNCAP YOUR SENSES
2,935,975	76584601	4/2/04	UNDO, UNWIND, UNCOMPLICATED
2,953,681	78323677	11/5/03	FLAVOR RICH...ANYTIME, ANYWHERE
88552		9/19/88	CYPRESS
2,508,005	75878497	12/20/99	BRAMBLEWOOD
2,152,725	74680868	5/30/95	AMBASSADOR

Schedule A to Amendment

sf-3008657

TRADEMARK
REEL: 004645 FRAME: 0234

Registration #	Application #	Application Date	Trademark
1,572,299	73788151	3/21/89	CYPRESS CABERNET SAUVIGNON
1,655,001	73679776	8/21/87	DESIGN ONLY (CYPRESS TREE)
1,065,411	73101704	9/30/76	JADE
1,071,578	73101703	9/30/76	J. LOHR
1,065,410	73101702	9/30/76	DESIGN ONLY (CYPRESS TREE)
2,760,376	7812676	5/9/02	CROSSPOINT
88552 (California State)		9/19/88	CYPRESS

Trademark application information to supplement Exhibit A of Agreement:

Application #	Application Date	Trademark
77386747	2/1/08	HORIZON RIDGE
85147685	10/7/10	HIGHLANDS BENCH
85120770	9/1/10	RESPECTING NATURE. NUTURING BALANCE.
75380886	10/28/97	TOP OF THE HILL
75380977	10/28/97	TOWER ROAD
75377835	10/23/97	DESIGN ONLY (CYPRESS TREE)
77174867	5/7/07	CYPRESS MOUNTAIN

Copyright registration information to supplement Exhibit A of Agreement.

Registration #	Application #	Filing Date	Copyright
VA-1-771-714		4/25/11	CYPRESS TREE WATERCOLOR