

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
Purple Wine Company, LLC		04/14/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Sonoma Wine Company, LLC		04/14/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Purple Wine Production Company, dba Sonoma Wine Company		04/14/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 107

Property Type	Number	Word Mark
Serial Number:	86114247	CURIO
Serial Number:	86092157	THE ORIGINAL NAKED
Serial Number:	86085480	JUST CAB
Serial Number:	86039341	VIVA LA FRUTA
Serial Number:	86023922	TRIAPP
Serial Number:	85947974	BENHAM
Serial Number:	85944335	BENHAM'S ORIGINAL VODKA
Serial Number:	85944345	BENHAM'S ORIGINAL RUM
Serial Number:	85944352	BENHAM'S ORIGINAL WHISKEY
Serial Number:	85944316	BENHAM'S ORIGINAL GIN

CH \$2690.00 86114247

Serial Number:	85944326	BENHAM'S ORIGINAL RYE
Serial Number:	85944294	DUSK TO DAWN
Serial Number:	85893488	EAGLE RIDGE
Serial Number:	85887873	¡VIVA LAS VIÑAS!
Serial Number:	85886914	ADIXION
Serial Number:	85877889	RAEBURN
Serial Number:	85877882	MYSTARA
Serial Number:	85854235	BACKROADS
Serial Number:	85848747	THE PERSUADER
Serial Number:	85848723	SKEPTIC
Serial Number:	85846043	ZINFARI
Serial Number:	85846027	THE ORIGINAL NAKED CHARDONNAY
Serial Number:	85846004	THE RINGLEADER
Serial Number:	85833050	CABPOTHESIS
Serial Number:	85766867	JACKKNIFE
Serial Number:	85759103	MACIZO
Serial Number:	85737893	ALTO CINCO
Serial Number:	85691134	BIKER
Serial Number:	85691161	SOPHISTICATE
Serial Number:	85691152	TRUANT
Serial Number:	85691140	SEDUCER
Serial Number:	85622010	WITH WINE AND DESIRE ANYTHING IS POSSIBL
Serial Number:	85573544	LILY ANNE
Serial Number:	85560018	WOODSHED WHISKY
Serial Number:	85546001	CALISTA
Serial Number:	85543779	SECRET CELLARS
Serial Number:	85543744	CURIO LANE
Serial Number:	85543754	EIGHT ROW
Serial Number:	85543791	BLUE HOUR
Serial Number:	85543715	ATHENAEUM
Serial Number:	85543765	HALLBERG EST. 1947
Serial Number:	85543910	BEAUCHEMIN
Serial Number:	85543733	BARRICADE
Serial Number:	85487607	WOODSHED WHISKEY
Serial Number:	85462432	TRAILHEAD VINEYARD & WINERY

TRADEMARK

REEL: 005217 FRAME: 0066

	85462425	TRAILHEAD VINEYARD
Serial Number:	85442489	SWAMP DARK
Serial Number:	85442437	SWAMP PALE
Serial Number:	85442408	SWAMP BEER
Serial Number:	85442428	SWAMP STOUT
Serial Number:	85442454	SWAMP ALE
Serial Number:	85442466	SWAMP PALE ALE
Serial Number:	85442480	SWAMP PILSNER
Serial Number:	85352776	THE SOPHISTICATE
Serial Number:	85352790	FOUR VINES
Serial Number:	85352770	THE BIKER
Serial Number:	85295690	CRYPTIC
Serial Number:	85210324	REVERSE
Serial Number:	85210334	BRAINSTORM
Serial Number:	85210311	DARK HUNDRED
Serial Number:	85210321	RED LIE
Serial Number:	85210341	BAR NAPKIN
Serial Number:	85210270	SWEET-TALK
Serial Number:	85194073	LIVING IN ZIN
Serial Number:	85176689	THOMAS SCOTT
Serial Number:	85176701	COASTAL OAK
Serial Number:	85091015	FIRST VINE
Serial Number:	85064462	NORTH & SOUTH
Serial Number:	85004477	FILIGREE
Serial Number:	77961596	KUMBAYA
Serial Number:	77940663	CONCOCTION
Serial Number:	77844251	WHEELHOUSE
Serial Number:	77844321	WHEELHOUSE WINE CELLARS
Serial Number:	77806881	ROCK RABBIT
Serial Number:	77718939	LARA
Serial Number:	77718973	KUMBAYA
Serial Number:	77718875	PINER CROSSING
Serial Number:	77718885	AMULET
Serial Number:	77718986	TWIRL
Serial Number:	77536481	COOPER STATION

	77461443	DONOVAN-PARKE
Serial Number:	77290708	WHEELHOUSE
Serial Number:	77249471	LUCKY STAR
Serial Number:	78941708	HURRAH! SURRAH!
Serial Number:	78861843	BEX
Serial Number:	78828003	CAPOLAN
Serial Number:	78803741	EVERYTHING'S COMING UP ROSÉ
Serial Number:	78773289	BELLA RAGAZZA PINOT GRIGIO CALIFORNIA 20
Serial Number:	78747706	SHILOH ROAD
Serial Number:	78641694	MARLO
Serial Number:	78641690	AXIS
Serial Number:	78641675	ZYNTHESIS
Serial Number:	78424908	RANDALL MONROE
Serial Number:	78129022	AVALON
Serial Number:	75722494	MARC CELLARS
Serial Number:	75722495	FOXTAIL VINEYARDS & WINERY
Serial Number:	75722493	GISELLE
Serial Number:	75696756	ROSE VALLEY VINEYARDS & WINERY
Serial Number:	85501530	BISON RIDGE
Serial Number:	85298989	OMG
Serial Number:	85149924	MAVERICK
Serial Number:	85298976	WTF
Serial Number:	85298996	BFF
Serial Number:	86119379	THE COAST RANGE
Serial Number:	86120498	SWAMPTOWN
Serial Number:	86132896	PICO & VINE
Serial Number:	86119366	REXLEY

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

TRADEMARK

REEL: 005217 FRAME: 0068

	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	02/14/2014
<p>Total Attachments: 21</p> <p>source=Purple Wine Agreement#page1.tif source=Purple Wine Agreement#page2.tif source=Purple Wine Agreement#page3.tif source=Purple Wine Agreement#page4.tif source=Purple Wine Agreement#page5.tif source=Purple Wine Agreement#page6.tif source=Purple Wine Agreement#page7.tif source=Purple Wine Agreement#page8.tif source=Purple Wine Agreement#page9.tif source=Purple Wine Agreement#page10.tif source=Purple Wine Agreement#page11.tif source=Purple Wine Agreement#page12.tif source=Purple Wine Agreement#page13.tif source=Purple Wine Agreement#page14.tif source=Purple Wine Agreement#page15.tif source=Purple Wine Agreement#page16.tif source=Purple Wine Agreement#page17.tif source=Purple Wine Agreement#page18.tif source=Purple Wine Agreement#page19.tif source=Purple Wine Agreement#page20.tif source=Purple Wine Agreement#page21.tif</p>	

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of April 14, 2010, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of April 14, 2010 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among the financial institutions from time to time signatory thereto (each, individually, a "Lender" and collectively the "Lenders"), Purple Wine Company, LLC ("PWC"), Purple Wine Production Company ("PWPC"), Purple Wine Real Estate, LLC ("PWRE"), Aubergine, LLC ("Aubergine") (PWC, PWPC, PWRE and Aubergine each, individually, a "Borrower" and collectively the "Borrowers") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of April 14, 2010 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is

permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under the Credit Agreement shall have consented to such sale or disposition in accordance with Section 13.10 of the Credit Agreement, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Waiver of Jury Trial. EACH DEBTOR AND THE AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, DEBTOR AND THE AGENT, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE DEBTOR AND THE AGENT.

(a) In the event that the jury trial waiver contained in this Section 7 is not enforceable, the parties elect to proceed as follows:

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other Loan Document will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Agreement, venue for the reference proceeding will be in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

(c) The matters that shall not be subject to a reference are the following: (i) non-judicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Section does

not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Section.

(d) The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

(e) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(f) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(g) Except as expressly set forth in this Section, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(h) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial,

including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(i) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

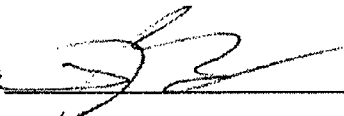
THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM WHICH ARISES OUT OF OR IS RELATED TO THE AGREEMENT.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

PURPLE WINE COMPANY, LLC

By:  _____

Its: MANAGING MEMBER _____

DEBTOR:

PURPLE WINE PRODUCTION COMPANY
(d/b/a Sonoma Wine Company)

By:  _____

Its: CFo _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SECURED PARTY:

COMERICA BANK, as Agent

By: Colleen Machado
Its: Assistant Vice President

Signature Page to Trademark Security Agreement
(995390)

TRADEMARK
REEL: 005217 FRAME: 0077

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CURIO	86/114247	11/8/13	n/a	n/a	Sonoma Wine Company (a California LLC)
THE ORIGINAL NAKED	86/092157	10/15/13	n/a	n/a	Purple Wine Company (a California LLC)
JUST CAB	86/085480	10/8/13	n/a	n/a	Purple Wine Company (a California LLC)
VIVA LA FRUTA	86/039341	8/15/13	n/a	n/a	Sonoma Wine Company (a California LLC)
TRIAPP	86/023922	7/30/13	n/a	n/a	Purple Wine Company (a California LLC)
BENHAM	85/947974	5/31/13	n/a	n/a	Purple Wine Company (a California LLC)
BENHAM'S ORIGINAL VODKA	85/944335	5/28/13	n/a	n/a	Purple Wine Company (a California LLC)
BENHAM'S ORIGINAL RUM	85/944345	5/28/13	n/a	n/a	Purple Wine Company (a California LLC)
BENHAM'S ORIGINAL WHISKEY	85/944352	5/28/13	n/a	n/a	Purple Wine Company (a California LLC)
BENHAM'S ORIGINAL GIN	85/944316	5/28/13	n/a	n/a	Purple Wine Company (a California LLC)
BENHAM'S ORIGINAL RYE	85/944326	5/28/13	n/a	n/a	Purple Wine Company (a California LLC)
DUSK TO DAWN	85/944294	5/28/13	n/a	n/a	Sonoma Wine Company (a California LLC)
EAGLE RIDGE	85/893488	4/2/13	n/a	n/a	Sonoma Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
!VIVA LAS VINAS!	85/887873	3/27/13	n/a	n/a	Purple Wine Company (a California LLC)
ADIXION	85/886914	3/26/13	n/a	n/a	Sonoma Wine Company (a California LLC)
RAEBURN	85/877889	3/15/13	n/a	n/a	Purple Wine Company (a California LLC)
MYSTARA	85/877882	3/15/13	n/a	n/a	Sonoma Wine Company (a California LLC)
BACKROADS	85/854235	2/19/13	n/a	n/a	Purple Wine Company (a California LLC)
THE PURSUADER	85/848747	2/13/13	n/a	n/a	Sonoma Wine Company (a California LLC)
SKEPTIC	85/848723	2/13/13	n/a	n/a	Purple Wine Company (a California LLC)
ZINFARI	85/846043	2/11/13	n/a	n/a	Sonoma Wine Company (a California LLC)
THE ORIGINAL NAKED CHARDONNAY	85/846027	2/11/13	n/a	n/a	Purple Wine Company (a California LLC)
THE RINGLEADER	85/846004	2/11/13	n/a	n/a	Sonoma Wine Company (a California LLC)
CABPOTHESIS	85/833050	1/25/13	n/a	n/a	Sonoma Wine Company (a California LLC)
JACKKNIFE	85/766867	10/30/12	n/a	n/a	Purple Wine Company (a California LLC)
MACIZO	85/759103	10/19/12	n/a	n/a	Purple Wine Company (a California LLC)
ALTO CINCO	85/737893	9/25/12	4,452,351	12/17/13	Purple Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
BIKER	85/691134	7/31/12	n/a	n/a	Purple Wine Company (a California LLC)
SOPHISTICATE	85/691161	7/31/12	n/a	n/a	Purple Wine Company (a California LLC)
TRUANT	85/691152	7/31/12	4,422,860	10/22/13	Purple Wine Company (a California LLC)
SEDUCER	85/691140	7/31/12	n/a	n/a	Purple Wine Company (a California LLC)
WITH WINE AND DESIRE ANYTHING IS POSSIBLE	85/622010	5/10/12	4,251,661	11/27/12	Purple Wine Company (a California LLC)
LILY ANNE	85/573544	3/19/12	4,365,577	7/9/13	Sonoma Wine Company (a California LLC)
WOODSHED WHISKY	85/560018	3/5/12	n/a	n/a	Purple Wine Company (a California LLC)
CALISTA	85/546001	2/17/12	n/a	n/a	Purple Wine Company (a California LLC)
SECRET CELLARS	85/543779	2/15/12	n/a	n/a	Sonoma Wine Company (a California LLC)
CURIO LANE	85/543744	2/15/12	n/a	n/a	Sonoma Wine Company (a California LLC)
EIGHT ROW	85/543754	2/15/12	4,310,403	3/26/13	Sonoma Wine Company (a California LLC)
BLUE HOUR	85/543791	2/15/12	4,306,546	3/19/13	Sonoma Wine Company (a California LLC)
ATHENAEUM	85/543715	2/15/12	4,223,392	10/9/12	Sonoma Wine Company (a California LLC)
HALLBERG EST. 1947	85/543765	2/15/12	4,314,432	4/2/13	Sonoma Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
BEAUCHEMIN	85/543910	2/15/12	4,209,779	9/18/12	Sonoma Wine Company (a California LLC)
BARRICADE	85/543733	2/15/12	4,306,545	3/19/13	Sonoma Wine Company (a California LLC)
WOODSHED WHISKEY	85/487607	12/5/11	n/a	n/a	Purple Wine Company (a California LLC)
TRAILHEAD VINEYARD & WINERY	85/462432	11/2/11	n/a	n/a	Sonoma Wine Company (a California LLC)
TRAILHEAD VINEYARD	85/462425	11/2/11	n/a	n/a	Sonoma Wine Company (a California LLC)
SWAMP DARK	85/442489	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
SWAMP PALE	85/442437	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
SWAMP BEER	85/442408	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
SWAMP STOUT	85/442428	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
SWAMP ALE	85/442454	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
SWAMP PALE ALE	85/442466	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
SWAMP PILSNER	85/442480	10/7/11	n/a	n/a	Purple Wine Company (a California LLC)
THE SOPHISTICATE	85/352776	6/22/11	4,053,258	11/8/11	Purple Wine Company (a California LLC)
FOUR VINES	85/352790	6/22/11	4,053,259	11/8/11	Purple Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
THE BIKER	85/352770	6/22/11	4,060,183	11/22/11	Purple Wine Company (a California LLC)
CRYPTIC	85/295690	4/14/11	n/a	n/a	Purple Wine Company (a California corporation)
REVERSE	85/210324	1/4/11	4,292,840	2/19/13	Sonoma Wine Company (a California LLC)
BRAINSTORM	85/210334	1/4/11	n/a	n/a	Sonoma Wine Company (a California LLC)
DARK HUNDRED	85/210311	1/4/11	4,199,280	8/28/12	Sonoma Wine Company (a California LLC)
RED LIE	85/210321	1/4/11	4,292,839	2/19/13	Sonoma Wine Company (a California LLC)
BAR NAPKIN	85/210341	1/4/11	4,289,529	2/12/13	Sonoma Wine Company (a California LLC)
SWEET-TALK	85/210270	1/4/11	4,289,528	2/12/13	Sonoma Wine Company (a California LLC)
LIVING IN ZIN	85/194073	12/9/10	4,195,334	8/21/12	Sonoma Wine Company (a California LLC)
THOMAS SCOTT	85/176689	11/15/10	4,191,334	8/14/12	Sonoma Wine Company (a California LLC)
COASTAL OAK	85/176701	11/15/10	n/a	n/a	Sonoma Wine Company (a California LLC)
FIRST VINE	85/091015	7/22/10	n/a	n/a	Sonoma Wine Company (a California LLC)
NORTH & SOUTH	85/064462	6/16/10	4,298,545	3/5/13	Sonoma Wine Company (a California LLC)
FILIGREE	85/004477	4/1/10	4,313,401	4/2/13	Sonoma Wine Company (a California LLC)
KUMBAYA (and Design)	77/961596	3/17/10	3,864,158	10/19/10	Sonoma Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CONCOCTION	77/940663	2/20/10	4,425,835	10/29/13	Purple Wine Company (a California LLC)
WHEELHOUSE	77/844251	10/8/09	4,023,311	9/6/11	Sonoma Wine Company (a California LLC)
WHEELHOUSE WINE CELLARS	77/844321	10/8/09	3,806,180	6/22/10	Purple Wine Production Company, dba Sonoma Wine Company (a California corporation)
ROCK RABBIT	77/806881	8/18/09	3,883,949	10/30/10	Purple Wine Company, (a California LLC)
LARA	77718939	4/21/09	4,264,847	12/25/12	Sonoma Wine Company (a California LLC)
KUMBAYA	77/718973	4/21/09	3,800,801	6/8/10	Sonoma Wine Company (a California LLC)
PINER CROSSING	77/718875	4/21/09	4,272,520	1/8/13	Sonoma Wine Company (a California LLC)
AMULET	77/718885	4/21/09	4,264,846	12/25/12	Sonoma Wine Company (a California LLC)
TWIRL	77/718986	4/21/09	4,264,848	12/25/12	Sonoma Wine Company (a California LLC)
COOPER STATION	77/536481	7/31/08	3,655,765	7/14/09	Sonoma Wine Company (a California LLC)
DONOVAN-PARKE	77/461443	4/30/08	3,655,644	7/14/09	Sonoma Wine Company (a California LLC)
WHEELHOUSE	77/290708	9/27/07	3,752,727	2/23/10	Sonoma Wine Company (a California LLC)
LUCKY STAR	77/249471	8/7/07	3,640,353	6/16/09	Sonoma Wine Company (a California LLC)
HURRAH! SURRAH!	78/941708	7/31/06	3,451,407	6/17/08	Sonoma Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
BEX	78/861843	4/14/06	3,413,249	4/15/08	Purple Wine Company, LLC (a California LLC)
CAPOLAN	78/828003	3/2/06	3,413,146	4/15/08	Purple Wine Company, LLC (a California LLC)
EVERYTHING'S COMING UP ROSE	78/803741	1/31/06	3,562,572	1/13/09	Sonoma Wine Company (a California LLC)
BELLA RAGAZZA PINOT GRIGIO CALIFORNIA 2004 (and Design)	78/773289	12/14/05	3,541,909	12/2/08	Sonoma Wine Company (a California LLC)
SHILOH ROAD	78/747706	11/4/05	3,389,927	2/26/08	Sonoma Wine Company (a California LLC)
MARLO	78/641694	6/1/05	3,225,851	4/3/07	Sonoma Wine Company (a California LLC)
AXIS	78/641690	6/1/05	3,389,850	2/26/08	Sonoma Wine Company (a California LLC)
ZYNTHESIS	78/641675	6/1/05	4,266,089	1/1/13	Sonoma Wine Company (a California LLC)
RANDALL MONROE	78/424908	5/25/04	2,994,754	9/13/05	Sonoma Wine Company (a California LLC)
AVALON	78/129022	5/15/02	2,843,868	5/18/04	Purple Wine Company LLC (a California LLC)
MARC CELLARS	75/722494	6/7/99	2,333,054	3/21/00	Sonoma Wine Company (a California LLC)
FOXTAIL VINEYARDS & WINERY	75/722495	6/7/99	2,333,055	3/21/00	Sonoma Wine Company (a California LLC)
GISELLE	75/722493	6/7/99	2,329,871	3/14/00	Sonoma Wine Company (a California LLC)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
ROSE VALLEY VINEYARDS & WINERY	75/696756	5/3/99	2,321,946	2/22/00	Sonoma Wine Company (a California LLC)
BISON RIDGE	85/501530	12/21/11	4,211,641	9/18/12	Sonoma Wine Company (a California LLC)
OMG	85/298989	4/19/11	n/a	n/a	Purple Wine Company (a California corporation)
MAVERICK	85/149924	10/11/10	n/a	n/a	Purple Wine Company (a California corporation)
WTF	85/298976	4/19/11	n/a	n/a	Purple Wine Company (a California corporation)
BFF	85/298996	9/29/11	n/a	n/a	Purple Wine Company (a California corporation)
THE COAST RANGE	86/119379	11/14/13	n/a	n/a	Purple Wine Company (a California corporation)
SWAMPTOWN	86/120498	11/15/13	n/a	n/a	Purple Wine Company (a California corporation)
PICO & VINE	86/132896	2/2/13	n/a	n/a	Sonoma Wine Company (a California corporation)
REXLEY	86/119366	11/14/13	n/a	n/a	Sonoma Wine Company (a California corporation)

ASSUMPTION AGREEMENT

Assumption Agreement ("Assumption Agreement") dated as of JUNE 14, 2012 by and among Sonoma Wine Company, LLC, a California limited liability company ("SWC"), Purple Wine Production Company, a California corporation ("PWPC"), and Comerica Bank, as administrative agent ("Agent").

RECITALS:

A. Purple Wine Company, LLC, a California limited liability company ("PWC"), Purple Wine Real Estate, LLC, a California limited liability company ("PWRE"), Aubergine, LLC, a California limited liability company ("Aubergine"), and PWPC entered into a Revolving Credit and Term Loan Agreement dated April 14, 2010, with Agent and certain lenders party thereto (collectively, the "Lenders") (as amended, restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein shall have the meanings given to them in the Credit Agreement except as otherwise expressly defined herein).

B. In connection with the execution of the Credit Agreement, PWC, PWPC, PWRE and Aubergine also executed and delivered to the Agent and the Lenders the Notes and certain other Loan Documents.

C. On the date hereof, PWPC transferred substantially all of its assets to SWC, pursuant to the terms of that certain Asset Transfer Agreement, effective as of January 1, 2012, by and between PWPC and SWC (together with all schedules thereto), in form and substance satisfactory to Agent (the "Asset Transfer").

NOW, THEREFORE, SWC and PWPC acknowledge and agree as follows:

1. SWC assumes and succeeds to all indebtedness, liabilities, obligations and rights of PWPC, whether now existing or hereafter arising under the Credit Agreement, the Notes and the other Loan Documents. SWC agrees to be bound by the terms and conditions of the Loan Documents executed by PWPC, and Agent agrees that SWC shall succeed to all rights and benefits of PWPC under the Loan Documents, in each case, as if SWC had originally executed them. Each reference in the Loan Documents to PWPC or the Borrower shall hereafter mean SWC (and PWC, Aubergine and PWRE, as the context may indicate).

2. The Assumption Agreement shall be binding upon the parties hereto and their respective successors and assigns.

3. This Assumption Agreement is governed by and is to be construed under the laws of the State of California, without giving effect to conflict of laws principles.

4. Except for the assumption herein set forth, all of the terms and conditions of the Loan Documents remain unchanged and in full force and effect and each of the Loan Documents is ratified, confirmed and restated.

5. SWC agrees that the Collateral shall remain in all respects subject to the liens and security interests of the Agent (for the benefit of the Lenders) established or continued under the Loan Documents and nothing contained herein and nothing done pursuant hereto shall affect or be construed to affect the liens and security interests of Agent therein, or the priority thereof.

6. Without limitation to the other terms and provisions of this Assumption Agreement, SWC agrees to execute and deliver from time to time, such documents or agreements as the Agent may request to give effect to the terms of this Assumption Agreement.

7. SWC, PWPC AND AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

COMERICA BANK, as Agent

By: Colleen Machado

Its: Vice President

SONOMA WINE COMPANY, LLC

By: 

Its: CFO

PURPLE WINE PRODUCTION
COMPANY

By: 

Its: CFO

ACKNOWLEDGED AND AGREED AS OF JUNE 14, 2012:

PURPLE WINE COMPANY, LLC

By: 

Its: CFO

AUBERGINE, LLC

By: 

Its: CFO

PURPLE WINE REAL ESTATE, LLC

By: 

Its: CFO

Signature page to Assumption Agreement (1150826)