

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
FVW Acquisition LLC		12/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	North Coast ABC Office, 3316 Jefferson Street		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2312048	CAMP MEETING RIDGE	
Registration Number:	3105412	FLOWERS	
Registration Number:	3271094	FRANCES THOMPSON	
Registration Number:	3289477	PERENNIAL	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Douglas Hendricks		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	07427-1019		
NAME OF SUBMITTER:	Douglas Hendricks		

CH \$115.00 2312048

Signature:	/Douglas Hendricks/
Date:	01/07/2009
Total Attachments: 8 source=07427-1019 - fww and botw security interest#page1.tif source=07427-1019 - fww and botw security interest#page2.tif source=07427-1019 - fww and botw security interest#page3.tif source=07427-1019 - fww and botw security interest#page4.tif source=07427-1019 - fww and botw security interest#page5.tif source=07427-1019 - fww and botw security interest#page6.tif source=07427-1019 - fww and botw security interest#page7.tif source=07427-1019 - fww and botw security interest#page8.tif	

SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 29th day of December, 2008 by and between FVW ACQUISITION LLC, a Delaware limited liability company, ("Debtor"), and BANK OF THE WEST ("Bank").

1. Grant of Security Interest. As collateral security for obligations that Debtor may, from time to time, have to Bank in respect of loans, advances, letters of credit, derivatives and other credit accommodations (the "Obligations"), Debtor hereby grants a security interest to Bank in all of Debtor's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all right (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of Bank, it is the intention of the parties hereto that Debtor continue to own the Collateral.

3. Representations and Warranties. Debtor hereby represents and warrants to Bank that: (a) Debtor has good and marketable title to the Collateral, and has granted to Bank a first priority perfected security interest therein; (b) Debtor is a limited liability company organized under the laws of Delaware with a registration number of 4624609 and (c) Debtor's mailing address is 28500 Seaview Road, Cazadero, CA 95421.

4. Covenants. Debtor hereby agrees, at no cost or expense to Bank: (a) to do all acts (other than acts which are required to be done by Bank) that may be necessary to maintain, preserve and protect the Collateral and the first priority perfected security interest of Bank therein; (b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Debtor or affecting any of the Collateral or any contractual obligation affecting any of the Collateral; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral; (d) to appear in and defend any action or proceeding which may affect its title to or Bank's interest in the Collateral; (e) except for licenses in effect on the date of this Security Agreement, not sell or license any Collateral without the prior written consent of Bank; (f) to keep separate, accurate and complete records of the Collateral and to provide Bank with such records and such other reports and information relating to the Collateral as Bank may reasonably request from time to time; (g) promptly upon acquisition of rights in federally registered trademarks, to notify Bank and cause to be executed, delivered and recorded supplements to this Security Agreement, and/or such other documents and agreements as Bank may reasonably require to establish and to maintain a first priority perfected security interest in the Collateral; (h) unless it shall reasonably and in good faith determine that such Collateral is of negligible economic value to Debtor, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has

been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (i) notify Bank immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding Debtor's ownership of any of the Collateral, its right to register the same or to keep and maintain and enforce the same; (j) not file, or suffer to be filed, an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs Bank, and upon request of Bank, executes and delivers any and all agreements, instruments, documents and papers as Bank may reasonably request to evidence Bank's security interest in such Collateral and the goodwill and general intangibles of Debtor relating thereto or represented thereby; and (k) Bank may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Bank from time to time, and in connection with the filing of such financing statements, Debtor acknowledges and agrees that Bank may utilize a general description of the Collateral.

5. Collection of Collateral Payments. Upon the request of Bank made at any time following the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement of even date between Debtor and Bank (the "Credit Agreement"), Debtor will (a) notify and direct any licensee or other party who is obligated to make payments ("Payment Collateral") on the Collateral, to make payment thereof to such accounts as Bank may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to Bank, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by Bank) which may be received by Debtor at any time on account of any Collateral Payment and, until delivered to Bank, such items will be held in trust for Bank and will not be commingled by Debtor with any of its other funds or property. Thereafter, Bank is hereby authorized and empowered to endorse the name of Debtor on any check, draft or other instrument for the payment of money received by Bank on account of any Collateral Payment if Bank believes such endorsement is necessary or desirable for purposes of collection. Debtor will indemnify and save harmless Bank from and against all reasonable liabilities and expenses on account of any adverse claim asserted against Bank relating to any moneys received by Bank on account of any Collateral Payment and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of the Obligations and the release of the security interest granted in this Security Agreement.

6. Remedies.

(a) If an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, unless Bank has otherwise agreed to forbear in the exercise of remedies, Bank may, without notice to or demand on Debtor and in addition to all rights and remedies available to Bank with respect to the Obligations, at law, in equity or otherwise, do any one or more of the following: (i) foreclose or otherwise enforce Bank's security interest in any manner permitted by law or provided for in this Security Agreement; (ii) sell, lease, license or otherwise dispose of any Collateral at one or more public or private sales at Bank's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Bank may determine; (iii) recover from Debtor all costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by Bank in exercising any right, power or remedy provided by this Security Agreement; (iv) to the extent Bank deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by Debtor; and (v) in connection with the disposition of any Collateral, disclaim any warranty relating to title, possession or quiet enjoyment.

(b) Debtor shall be given five (5) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made pursuant to this Security Agreement, which notice Debtor hereby agrees shall be deemed reasonable notice thereof.

(c) Upon any sale or other disposition pursuant to this Security Agreement, Bank shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Bank) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Debtor, and Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(d) Any deficiency with respect to the Obligations exists after the disposition or liquidation of the Collateral shall be a continuing liability of Debtor to Bank and shall be immediately paid by Debtor to Bank.

(e) If any non-cash proceeds are received in connection with any sale or disposition of any Collateral, Bank shall not apply such non-cash proceeds to the Obligations unless and until such proceeds are converted to cash; provided, however, that if such non-cash proceeds are not expected on the date of receipt thereof to be converted to cash within one year after such date, Bank shall use commercially reasonable efforts to convert such non-cash proceeds to cash within such one year period.

(f) Debtor expressly waives to the extent permitted under applicable law any constitutional or other right to a judicial hearing prior to the time Bank takes possession or disposes of the Collateral.

(g) Debtor agrees that Bank may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

7. Miscellaneous. The rights, powers and remedies of Bank under this Security Agreement shall be in addition to all rights, powers and remedies given to Bank by virtue of any statute or rule of law or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Bank's security interest in the Collateral. Any delay or failure by Bank to exercise any right, power or remedy shall not constitute a waiver thereof by Bank, and no single or partial exercise by Bank of any right, power or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers or remedies. This Security Agreement and the other documents and agreements evidencing the Obligations (the "Documents") embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof and thereof. All representations, warranties, covenants and agreements contained herein and in the other Documents of Debtor shall survive the termination of this Agreement and shall be effective until the Obligations are paid and performed in full or longer as expressly provided herein. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its choice of law rules. This Security Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. The illegality or unenforceability of any provision of this Security Agreement or any instrument or agreement required hereunder or thereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions hereof or thereof.

SCHEDULE 1 TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARK	US REGISTRATION NO.	REGISTRATION DATE
Camp Meeting Ridge	2,312,048	January 25, 2000
Flowers	3,105,412	June 20, 2006
Frances Thompson	3,271,094	July 31, 2007
Perennial	3,289,477	September 11, 2007

Unregistered Marks include:

Andreen-Gale
 Grand Bouquet
 Moon Select
 DZ Vineyard
 Coastlands Vineyard
 Flowers Ranch
 Block 11

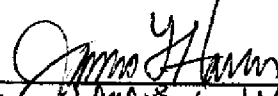
Authorized Trade Names Include:

Boundaryline Vineyard
 Carrie Hattin Ranch
 Charlie's Bluff
 CMR
 Cobb Vineyards
 Camp Meeting Ridge
 Camp Meeting Ridge Vineyard
 Camp Meeting Ridge Vineyard & Winery
 Camp Meeting Ridge Vineyards
 Camp Meeting Ridge Vineyards & Winery
 Camp Meeting Ridge Winery, Inc.
 Dunah Vineyard & Winery
 Frances Thomason Ranch
 Flowers
 Flowers Vineyard
 Flowers Vineyard & Winery
 Flowers Vineyards
 Flowers Vineyards & Winery
 Flowers Winery
 Homer's Wedge
 Postmistress Vineyard
 Scott Paul Cellars
 Sea Cliff Ridge

Sea Cliff Vineyard
Sea Coat Ridge
Sea View Ridge
Sea View Vineyard
Smith Ridge
Smith Ridge Vineyard
The Sunbowl
Wildflowers
Boundaryline Vineyard

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

FVW ACQUISITION LLC, as Debtor

By: 
Name: JAMES L HARRIS
Title: CHAIRMAN

Address:

28500 Seaview Road
Cazadero, CA 95421
Attn: Jim Harris, Manager

BANK OF THE WEST, as Bank

By: _____
Name: _____
Title: _____

Address:

Bank of the West
North Coast ABC Office
3316 Jefferson Street
Napa, CA 94558
Attn: Adam Beak, Senior Vice President

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.


FWW ACQUISITION LLC, as Debtor

By: _____
Name: _____
Title: _____

Address:

28500 Seaview Road
Cazadero, CA 95421
Attn: Jim Harris, Manager

BANK OF THE WEST, as Bank

By:  _____
Name: Adam Beak
Title: SVP

Address:

Bank of the West
North Coast ABC Office
3316 Jefferson Street
Napa, CA 94558
Attn: Adam Beak, Senior Vice President

STATE OF California

COUNTY OF San Mateo

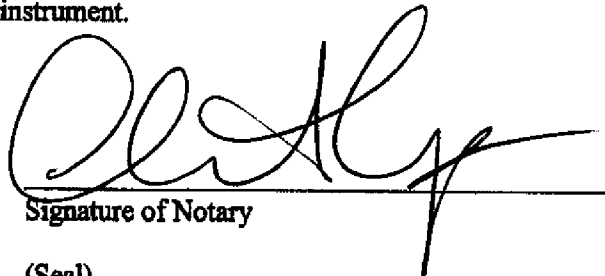
On 23rd Dec 2009 before me, Christine Chop
personally

(insert name and title of the officer),

appeared James Louis Adams

_____, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

(Seal)

