

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
Daniel S. Philips		04/07/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	CORE BUSINESS CREDIT, LLC
Street Address:	8080 N. Central Expressway, Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3658103	BITCH
Registration Number:	3300165	BOARDING PASS
Registration Number:	3458058	BON-BON
Registration Number:	2808266	BROTHERS IN ARMS
Registration Number:	3726374	CHATEAU CHATEAU
Registration Number:	3732365	F.U.
Registration Number:	3396464	FIRST CLASS
Registration Number:	3735803	GREEN-LION
Registration Number:	2751159	INTEGRITY
Registration Number:	2823825	INTEGRITY SHIRAZ
Registration Number:	3458567	JONESY
Registration Number:	3630256	LUCHADOR
Registration Number:	3729494	PERMUTATIONS
Registration Number:	3399909	R

CH \$765.00 3658103

Registration Number:	3345892	R
Registration Number:	3345909	R WINERY
Registration Number:	3726373	RED LION
Registration Number:	2759833	ROOGLE
Registration Number:	2640889	
Registration Number:	2785933	S2 CABERNET
Registration Number:	2798661	SCENTED GRAPE
Registration Number:	2785932	SHIRAZ 9
Registration Number:	3608524	STRONG ARMS
Registration Number:	3704253	SUXX
Registration Number:	3602071	THE GRAIL OF LISA
Serial Number:	77557998	ANAMORPHOSIS
Serial Number:	77559258	EVIL INCARNATE
Serial Number:	77559228	PURE EVIL
Serial Number:	77559265	R OSE
Serial Number:	77559274	RE: SERVE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/09/2010

Total Attachments: 15
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Daniel S. Philips

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CORE BUSINESS CREDIT, LLC

Internal

Address: _____

Street Address: 8080 N. Central Expressway, Suite 800

City: Dallas

State: TX

Country: USA Zip: 75206

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 7, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Greg Gentry

Signature

04/08/2010

Date

Greg Gentry

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



**PATENT, COPYRIGHT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of April 7, 2010 between **DANIEL S. PHILIPS**, an individual residing in the State of California (the "Assignor"), and **CORE BUSINESS CREDIT, LLC**, a Delaware limited liability company ("Secured Party"), in its capacity as Administrative Agent for the Lenders under the Loan Agreement (as defined below). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. The Grateful Palate, Inc., a California corporation (the "Borrower"), Secured Party and the Lenders party thereto have entered into that certain Loan and Security Agreement dated as of December 30, 2009, pursuant to which the Lenders have agreed to extend credit to Assignor on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Assignor has executed a Guaranty Agreement, dated as of December 30, 2009 (the "Guaranty") pursuant to which Assignor has guaranteed the obligations of the Borrower under the Loan Agreement.

B. In order to induce Lenders to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, Assignor is required to execute and deliver to Secured Party, on behalf of the Lenders, this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of Assignor's right, title, and interest in (i) the Copyrights listed on Schedule A hereto (the "Copyrights"), (ii) the Patents listed on Schedule A hereto (the "Patents"), (iii) the Trademarks listed on Schedule A hereto (the "Trademarks") (iv) the Domain Names listed on Schedule A hereto (the "Domain Names") and (v) any other Proprietary Rights of Assignor (excluding the Proprietary Rights listed on Schedule B hereto which have been licensed to the Assignor by any other Person (the ("Licensed Proprietary Rights") which license prohibits, or for which consent or approval of such other Person is required in order to effect, the assignment, pledge, hypothecation and grant of security interest contemplated hereby) (the "Other Assets"), including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, Trademarks and Domain Names (collectively, the Copyrights, the Patents, the Trademarks, the Domain

Names and the Other Assets shall be called the “Intellectual Property Collateral”). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As collateral security for the prompt and punctual payment and performance of the Obligations by Assignor and for the prompt performance by Assignor of its obligations and undertakings under this Agreement, Assignor hereby grants to Secured Party, in its capacity as Administrative Agent for the Lenders, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Assignor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party, for the benefit of the Lenders.

2. Assignor covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all of Assignor’s intellectual property that is registered or has a pending application.

(b) Assignor is the sole and exclusive owner of all of the applicable Intellectual Property Collateral (excluding the Licensed Proprietary Rights), free and clear of all liens and encumbrances, except for Permitted Liens and the security interest and assignment created by this Agreement and the other Loan Documents. It is understood and agreed that Assignor may, as part of its business, grant non-exclusive licenses and sublicenses to third parties to use Intellectual Property Collateral owned or developed by Assignor or licensed to Assignor by any other Person. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a “Lien” on such Intellectual Property Collateral. Assignor will defend the right, title and interest in and to all Intellectual Property Collateral material to its business against any and all claims of any third parties.

(c) The Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and as of the date hereof Assignor has not received any claim in writing by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(d) To Assignor’s knowledge, none of the Intellectual Property Collateral infringes on or conflicts with any other Person’s property, and no other Person’s property infringes on or conflicts with such Intellectual Property Collateral, except as would not be expected to result in a Material Adverse Effect.

(e) Execution, delivery and performance of this Agreement by Assignor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any Lien upon any of the Intellectual Property Collateral, under any agreement to which Assignor is a party or by which Assignor is bound, except for the security interest and assignment created by this Agreement and the other Loan Documents, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(f) Assignor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights or Other Assets.

(g) Assignor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of the Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

(h) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, Assignor shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for these filings and except with respect to software licensing agreements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(i) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Assignor with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Assignor hereby grants to Secured Party and its employees, representatives and agents the right to visit during regular business hours upon reasonable notice any of Assignor's plants and facilities that manufacture, inspect or store products that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto. Notwithstanding the foregoing, Assignor hereby acknowledges and agrees that nothing in this Section 3 shall in any way expand, limit or otherwise modify any of the rights of Secured Party under the Loan Agreement.

4. Assignor agrees that, until all of the Obligations under the Loan Documents shall have been indefeasibly paid and satisfied in full, except as expressly permitted by any

other Loan Document, Assignor will not sell, assign, transfer or sub-license any of their rights or interests hereunder, or enter into any other agreement which is inconsistent with Assignor's obligations hereunder, without the prior written consent of Secured Party.

5. If, before the Obligations of the Assignor shall have been indefeasibly paid and satisfied in full, Assignor shall obtain rights to any new Copyrights, Patents, Trademarks, Domain Names or Other Assets required to be listed in Schedule A but not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Copyrights, Patents, Trademarks, Domain Names or Other Assets is made, Assignor shall give Secured Party written notice thereof in accordance the provisions set forth in Section 14.6 of the Loan Agreement.

6. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Copyrights, Patents, Trademarks, Domain Names or Other Assets which are registered or have a pending application (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of Assignor's approval of or signature to such amendment, and Assignor shall do all such other acts (at its own expense) deemed reasonably necessary, appropriate or advisable by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Assignor set forth herein shall be deemed to be restated by Assignor as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all costs, fees and expenses payable by Assignor in accordance with the Loan Agreement (including all expenses for broker's fees and legal services), shall apply the residual of such proceeds to the payment of the Obligations of Assignor. Any remainder of the proceeds after payment in full of the Obligations of Assignor shall be paid over to Assignor. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Assignor at least ten (10) days (or such longer period as required by applicable law) before the time of any intended public or private sale or other disposition thereof is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under

applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. Subject to the terms of the Loan Agreement, at such time as Assignor shall indefeasibly pay and satisfy in full all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in the Assignor full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Assignor on demand by Secured Party.

10. Assignor agrees to take, at its own expense, commercially reasonable steps to pursue diligently any applications related to any Intellectual Property Collateral material to Assignor's business pending as of the date of this Agreement or thereafter until the Obligations of the Assignor shall have been indefeasibly paid in full, and to make federal application on registrable but unregistered Trademarks, Copyrights or Patents that are material to Assignor's business. Any expenses incurred in connection therewith shall be borne by Assignor. Except as permitted by the Loan Agreement, Assignor shall not abandon or dedicate to the public any of the Intellectual Property Collateral material to its business, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral material to its business or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral material to its business, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

11. Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall, promptly, upon demand, reimburse and indemnify Secured Party for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11 in accordance with the terms of the Loan Agreement.

12. If an Event of Default has occurred and is continuing under the Loan Agreement, Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its

exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

13. If Assignor fails to comply with any of its obligations hereunder after giving effect to any applicable grace periods, Secured Party may do so in Assignor's name or in Secured Party's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Assignor with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Assignor) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

15. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the internal laws of the State of Texas without regard to its conflicts of law principles.

(b) Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Texas or in the United States District Court for the Northern District of Texas, and by execution and delivery of this Agreement, Assignor and Secured Party each consents to the non-exclusive jurisdiction of those courts. Assignor and Secured Party each irrevocably waives any objection, including any objection to venue on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Notwithstanding the foregoing, Secured Party shall have the right to bring any action or proceeding against Assignor or its property in the courts of any other jurisdiction Secured Party deems necessary or appropriate in order to exercise remedies with respect to the Collateral.

22. Waiver of Jury Trial. Assignor and Secured Party each irrevocably waives its respective right to a trial by jury of any claim or cause of action based upon or arising out of or related to this Agreement or the transactions contemplated hereby, in any action, proceeding or other litigation of any kind brought by either against the other, whether with respect to contract claims, tort claims, or otherwise. Assignor and Secured Party each agrees that any such claim or cause of action shall be tried by a court without a jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this Section as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or any provision hereof. This waiver shall apply to any subsequent amendments, renewals,

supplements or modifications to this Agreement, whether or not specifically set forth therein.

23. Indemnity and Expenses. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents:

(A) ASSIGNOR WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SECURED PARTY AND EACH LENDER FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, WHETHER BROUGHT BY A THIRD PARTY OR BY ASSIGNOR, AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF THE INDEMNITEE; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES (X) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED SOLELY AND DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) RESULT FROM A CLAIM BROUGHT BY ASSIGNOR AGAINST AN INDEMNITEE FOR BREACH IN BAD FAITH OF SUCH INDEMNITEE'S OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IF ASSIGNOR HAS OBTAINED A FINAL AND NONAPPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

(B) ASSIGNOR WILL UPON DEMAND PAY TO SECURED PARTY THE AMOUNT OF ANY AND ALL FEES, COSTS AND EXPENSES, INCLUDING THE FEES AND DISBURSEMENTS OF SECURED PARTY'S COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH SECURED PARTY MAY INCUR IN CONNECTION WITH (A) THE TRANSACTIONS WHICH GIVE RISE TO THIS AGREEMENT, (B) THE PREPARATION OF THIS AGREEMENT AND THE PERFECTION AND PRESERVATION OF THIS SECURITY INTEREST CREATED UNDER THIS AGREEMENT, (C) THE ADMINISTRATION OF THIS AGREEMENT; (D) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY INTELLECTUAL PROPERTY COLLATERAL; (E) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF SECURED PARTY HEREUNDER; OR (F) THE FAILURE BY ASSIGNOR TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF, EXCEPT EXPENSES RESULTING FROM SECURED PARTY'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT.

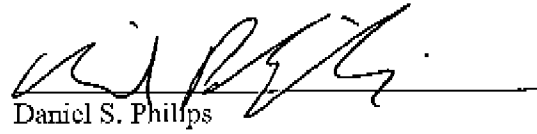
24. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile, emailed or any other means of electronic transmission of signature pages to this Agreement shall have the same force and effect as original signatures.

25. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date set forth above.

ASSIGNOR:


Daniel S. Phillips

SECURED PARTY:

CORE BUSINESS CREDIT, LLC

By: *[Signature]*

Name: *Greg Genney*

Title: *SE Vice President*

SCHEDULE A
Intellectual Property Collateral

(I) ISSUED COPYRIGHTS AND PENDING COPYRIGHT APPLICATIONS

None.

(II) ISSUED PATENTS AND PENDING PATENT APPLICATIONS

None.

(III) REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Registered U.S. Trademarks:

Registration	Country	Registration Number	Registration or Filing Date	Serial Number.
ANAMORPHOSIS	USA	PENDING	8/28/2008 (Filing Date)	77-557998
BITCH (and Design)	USA	3658103	7/21/2009	78-821582
BOARDING PASS	USA	3300165	9/25/2007	78-948957
BON-BON	USA	3458058	7/01/2008	78-850582
BROTHERS IN ARMS	USA	2808266	1/27/2004	76-495077
CHATEAU CHATEAU	USA	3726374	12/15/2009	77-558014
EVIL INCARNATE (and Design)	USA	PENDING	8/29/2008 (Filing Date)	77-559258
F.U.	USA	3732365	12/29/2009	77-559376
FIRST CLASS	USA	3396464	3/11/2008	78-948568
GREEN LION	USA	3735803	1/12/2010	77-558089
INTEGRITY	USA	2751159	8/12/2003	76-353372
INTEGRITY SHIRAZ	USA	2823825	3/16/2004	76-353363
JONESY	USA	3458567	7/01/2008	76-664310
LUCHADOR	USA	3630256	6/02/2009	77-558075

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

DAL 78,035,943.2

TRADEMARK
REEL: 004183 FRAME: 0222

Registration	Country	Registration Number	Registration or Filing Date	Serial Number.
PERMUTATIONS	USA	3729494	12/22/2009	77-557958
PURE EVIL (and Design)	USA	PENDING	8/29/2008 (Filing Date)	77-559228
R (and Design) - stylized letter "R"	USA	3399909	3/18/2008	78-844913
R (and Design) - stylized letter "r"	USA	3345892	11/27/2007	78-845383
ROSE (and Design)	USA	PENDING	8/29/2008 (Filing Date)	77-559265
R WINERY (and Design) stylized	USA	3345909	11/27/2007	78-848855
RE: SERVE (and Design)	USA	PENDING	8/29/2008 (Filing Date)	77-559274
RED LION	USA	3726373	12/15/2009	77-557989
ROOGLE	USA	2759833	9/02/2003	76-313474
ROOGLE-DESIGN-KANGAROO	USA	2640889	10/22/2002	76-262977
S ² CABERNET	USA	2785933	11/25/2003	76-464633
SCENTED GRAPE	USA	2798661	12/23/2003	76-355568
SHIRAZ 9	USA	2785932	11/25/2003	76-464632
STRONG ARMS	USA	3608524	4/21/2009	77-558026
SUXX	USA	3704253	11/03/2009	77-558099
THE GRAIL OF LISA	USA	3602071	4/07/2009	77-558120

(IV) DOMAIN NAMES

None.

SCHEDULE B
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