

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delicato Vineyards		08/23/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	621 Capitol Mall
Internal Address:	Suite 110
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Serial Number:	86007947	NXT
Serial Number:	85961481	SEQUIN DELICATELY BUBBLED SHEER DELIGHT
Serial Number:	85950147	COHESION
Serial Number:	85950157	SPLURGE
Serial Number:	85950166	RELISH
Serial Number:	85950185	XIIZ YINE
Serial Number:	85949448	COLOR ME _____
Serial Number:	85949468	IT GIRL
Serial Number:	85921892	FLUTE
Serial Number:	85921941	THE ASSIGNMENT
Serial Number:	85921907	ADONA
Serial Number:	85921922	SONS OF ZINARCHY
Serial Number:	85899938	VINEFUL SOUL

CH \$1915.00 86007947

Serial Number:	85899992	667
Serial Number:	85885521	TRANSCENDENT
Serial Number:	85880521	SPREE
Serial Number:	85880271	SEQUIN DELICATELY BUBBLED
Serial Number:	85880480	THOMAS DUST
Serial Number:	85846763	BLAQUE
Serial Number:	85841605	AKIWO
Serial Number:	85836380	STANZA
Serial Number:	85836849	BLACK HOLE
Serial Number:	85783382	TEAHUPOO
Serial Number:	85737980	LAVISH
Serial Number:	85711088	DELICATELY BUBBLED WITH AROMAS AND FLAVO
Serial Number:	85410633	REDVOLUTION
Registration Number:	4338811	SONOMA HILLS
Registration Number:	4313087	ADD A LITTLE SPARKLE TO YOUR DAY
Registration Number:	4340051	THE PERFECT PLAY
Registration Number:	4340027	B.H.D.
Registration Number:	4340028	MWAH!
Registration Number:	4340023	KEEP SAKE
Registration Number:	4347965	BLACK STALLION HERCULES
Registration Number:	4277328	VINTNER'S BRUSH
Registration Number:	4310612	FRUSION WINE COMPANY
Registration Number:	4298535	CHROMA
Registration Number:	4284031	SAUVONGE
Registration Number:	4243640	ZINQUISITION
Registration Number:	4179495	BORN IN FRANCE...RAISED IN AMERICA.
Registration Number:	4190755	181
Registration Number:	4247335	VUDO
Registration Number:	4179365	BLACK STALLION WINERY
Registration Number:	4185758	BLACK STALLION
Registration Number:	4243426	SEQUIN
Registration Number:	4184405	JUXTAPOZ
Registration Number:	4125597	LA MERIKA
Registration Number:	4218951	HI JINX
Registration Number:	4187841	CHARONGE

	3917232	UNISON
Registration Number:	3919848	DELICATO FAMILY VINEYARDS
Registration Number:	4254363	DIORA
Registration Number:	3880010	BOLD VINE
Registration Number:	3879982	LOREDONA
Registration Number:	3879983	IRONY
Registration Number:	3879984	BRAZIN
Registration Number:	3896763	FOG HEAD
Registration Number:	3932741	BAY MOON
Registration Number:	3731350	FIRST PRESS
Registration Number:	3588539	BUCEPHALUS
Registration Number:	3519182	BOTA BOX
Registration Number:	3479089	KING FISH
Registration Number:	3165707	GNARLY HEAD
Registration Number:	3033796	PURPLE MOON
Registration Number:	3163504	BLACK STALLION WINERY
Registration Number:	2727062	CLAY STATION
Registration Number:	2827092	SONOMA HILL
Registration Number:	2927178	ENCORE
Registration Number:	2357711	THREE OAKS
Registration Number:	2357712	DELICATO
Registration Number:	2357713	EAGLE CANYON
Registration Number:	1826551	JOSHUA HILL
Registration Number:	1849553	MONTERRA
Registration Number:	1801002	BROOK HOLLOW
Registration Number:	1802245	CRESCENT RIDGE
Registration Number:	1802246	MONTEREY SPRINGS
Registration Number:	3724248	HONEY MOON

**CORRESPONDENCE DATA**

Fax Number: 6123408856

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

Phone: 612.492.6842

Email: ip.docket@dorsey.com

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: Dorsey & Whitney LLP

**TRADEMARK**  
**REEL: 005096 FRAME: 0675**

Address Line 2: 50 South Sixth Street, Suite 1500  
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	059235-10408
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	08/26/2013

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2013, by Delicato Vineyards, a California corporation, (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Agent") for the Lenders (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Delicato Vineyards, a California corporation, San Bernabe Vineyards, LLC, a California limited liability company, Delicato Sales Company, a California corporation, and Clay Station, LLC, a California limited liability company (collectively, the "Borrower"), the Lenders party thereto from time to time, U.S. Bank National Association, as Administrative Agent, and others party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans and financial accommodations to the Borrower;

WHEREAS, Agent and Lenders are willing to make certain loans and financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its right, title, and interest in and to the following: (a) all United States, state or foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout

the world (collectively, the "Trademarks") and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of each Trademark and each Trademark license; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELICATO VINEYARDS, as Grantor

By:   
Name: Christopher Indelicato  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005096 FRAME: 0679**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Mark	Owner	Serial #	Reg #  (If blank then in application)	Date of Filing
SEQUIN Delicately Bubbled SHEER DELIGHT	Delicato Vineyards	85961481		6/17/2013
XIIZ YINE	Delicato Vineyards	85950185		6/4/2013
RELISH	Delicato Vineyards	85950166		6/4/2013
SPLURGE	Delicato Vineyards	85950157		6/4/2013
COHESION	Delicato Vineyards	85950147		6/4/2013
FIRST CRUSH	Delicato Vineyards	85950141		6/4/2013
ZELLA	Delicato Vineyards	85949476		6/3/2013
IT GIRL	Delicato Vineyards	85949468		6/3/2013
COLOR ME _____	Delicato Vineyards	85949448		6/3/2013
THE ASSIGNMENT	Delicato Vineyards	85921941		5/2/2013
SONS OF ZINARCHY	Delicato Vineyards	85921922		5/2/2013
ADONA	Delicato Vineyards	85921907		5/2/2013
FLUTE	Delicato Vineyards	85921892		5/2/2013
ST. ROCKE	Delicato Vineyards	85921878		5/2/2013
667	Delicato Vineyards	85899992		4/10/2013
VINEFUL SOUL	Delicato Vineyards	85899938		4/10/2013
TWO HEARTS	Delicato Vineyards	85888454		3/27/2013
BELLE AMBIANCE	Delicato Vineyards	85888443		3/27/2013
TRANSCENDENT	Delicato Vineyards	85885521		3/25/2013



OBJECT OF DESIRE	Delicato Vineyards	85882846		3/21/2013
SPREE	Delicato Vineyards	85880521		3/19/2013
THOMAS DUST	Delicato Vineyards	85880480		3/19/2013
SEQUIN Delicately Bubbled w/design	Delicato Vineyards	85880271		3/19/2013
PERIPHERY	Delicato Vineyards	85879121		3/18/2013
LIMELIGHT	Delicato Vineyards	85846811		2/11/2013
SPA Shimmering. Pure. Artistry.	Delicato Vineyards	85846788		2/11/2013
BLAQUE	Delicato Vineyards	85846763		2/11/2013
DEAD END	Delicato Vineyards	85843356		2/7/2013
WILDE ACRE	Delicato Vineyards	85842105		2/6/2013
AVOCET	Delicato Vineyards	85841612		2/5/2013
AKIWO	Delicato Vineyards	85841605		2/5/2013
BLACK HOLE	Delicato Vineyards	85836849		1/30/2013
STANZA	Delicato Vineyards	85836380		1/30/2013
MOBY	Delicato Vineyards	85830318		1/23/2013
TEAHUPOO	Delicato Vineyards	85783382		11/19/2012
SONOMA HILLS	Delicato Vineyards	85766333	4338811	10/29/2012
LAVISH	Delicato Vineyards	85737980		9/25/2012
ADD A LITTLE SPARKLE TO YOUR DAY	Delicato Vineyards	85711140	4313087	8/31/12
DELICATELY BUBBLED WITH AROMAS AND FLAVORS THAT SHIMMER	Delicato Vineyards	85711088		8/31/12
THE PERFECT PLAY	Delicato Vineyards	85711030	4340051	8/23/2012
MWAH!	Delicato Vineyards	85677017	4340028	7/13/2012
B.H.D.	Delicato Vineyards	85676350	4340027	7/13/2012

KEEP SAKE	Delicato Vineyards	85675107	4340023	7/12/2012
BLACK STALLION HERCULES	Delicato Vineyards	85621549	4347965	5/10/2012
VINTNER'S BRUSH	Delicato Vineyards	85617444	4277328	5/4/2012
FRUSION WINE COMPANY	Delicato Vineyards	85615007	4310612	5/2/2012
SAUVONGE	Delicato Vineyards	85585564	4284031	3/30/2012
SOMETHING TWISTED	Delicato Vineyards	85570270		3/15/2012
ZINQUISITION	Delicato Vineyards	85545291	4243640	2/16/2012
181	Delicato Vineyards	85522580	4190755	1/23/2012
BORN IN FRANCE. RAISED IN AMERICA.	Delicato Vineyards	85522526	4179495	1/23/2012
VUDO	Delicato Vineyards	85499767	4247335	12/20/2011
BLACK STALLION WINERY (33)	Delicato Vineyards	85489748	4179365	12/7/2011
BLACK STALLION	Delicato Vineyards	85489716	4185758	12/7/2011
SEQUIN	Delicato Vineyards	85483080	4243426	11/29/2011
JUXTAPOZ	Delicato Vineyards	85459492	4184405	10/28/2011
LA MERIKA	Delicato Vineyards	85413598	4125597	9/1/2011
REDEVOLUTION	Delicato Vineyards	85410633		8/30/2011
HI JINX	Delicato Vineyards	85345377	4218951	6/14/2011
CHARONGE	Delicato Vineyards	85339234	4187841	6/6/2011
BROWNIE	Delicato Vineyards	85338898		6/6/2011
UNISON	Delicato Vineyards	85092388	3917232	7/26/2010
DELICATO FAMILY VINEYARDS	Delicato Vineyards	85078985	3919848	7/6/2010
CHROMA	Delicato Vineyards	85052805	4298535	6/2/2010
DIORA	Delicato Vineyards	85024034	4254363	4/27/2010

BOLD VINE	Delicato Vineyards	85019447	3880010	4/21/2010
BRAZIN	Delicato Vineyards	85015827	3879984	4/16/2010
FOG HEAD	Delicato Vineyards	85015809	3896763	4/16/2010
IRONY	Delicato Vineyards	85015799	3879983	4/16/2010
LOREDONA	Delicato Vineyards	85015784	3879982	4/16/2010
BAY MOON	Delicato Vineyards	85012382	3932741	4/13/2010
BLACK STALLION WINERY (35 &40)	Delicato Vineyards	78403836	3163504	4/19/2004
FIRST PRESS	Delicato Vineyards	77751552	3731350	6/3/2009
HONEY MOON <sup>1</sup>	Delicato Vineyards	77420046	3724248	3/12/2008
BUCEPHALUS	Delicato Vineyards	77355756	3588539	12/19/2007
BOTA BOX	Delicato Vineyards	77280313	3519182	9/14/2007
KING FISH	Delicato Vineyards	77211251	3479089	6/20/2007
PURPLE MOON	Delicato Vineyards	76615591	3033796	10/13/2004
GNARLY HEAD	Delicato Vineyards	76615588	3165707	10/13/2004
ENCORE	Delicato Vineyards	76445960	2927178	8/30/2002
CLAY STATION	Delicato Vineyards	76445959	2727062	8/30/2002
SONOMA HILL	Delicato Vineyards	76445957	2827092	8/30/2002
EAGLE CANYON	Delicato Vineyards	75786758	2357713	8/30/1999
DELICATO	Delicato Vineyards	75786756	2357712	8/30/1999
THREE OAKS	Delicato Vineyards	75786755	2357711	8/30/1999
JOSHUA HILL	Delicato Vineyards	74396257	1826551	6/1/1993
MONTERRA	Delicato Vineyards	74389521	1849553	5/12/1993
MONTEREY SPRINGS	Delicato Vineyards	74308922	1802246	8/31/1992
CRESCENT RIDGE	Delicato Vineyards	74308921	1802245	8/31/1992

<sup>1</sup> This mark was erroneously recorded with the owner name of "Delicato Family Vineyards, Inc." but is being corrected with the USPTO by the Borrowers' counsel.

BROOK HOLLOW	Delicato Vineyards	74308920	1801002	8/31/1992
TWISTRED	Delicato Vineyards	85396440		8/12/2011
NXT	Delicato Vineyards	86007947		7/11/2013
BOTA	Delicato Vineyards	86020682		7/26/2013
BOTA MINI	Delicato Vineyards	86020690		7/26/2013