

11-19-01

11-19-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD 101897250 TRADEMARKS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Canadian Imperial Bank of Commerce
11-19-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Administrative Agent of Lender

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Martin Weyrich Winery, LLC
Internal Address: _____
Street Address: P.O. Box 7003
City: Paso Robles State: CA Zip: 93447

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

Execution Date: November 6, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1922336 1802243
1954274 1993197

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: William V. Douglass
 Internal Address: _____
 Street Address: 1102 Laurel Lane
 City: San Luis Obispo State: CA Zip: 93401

7. Total fee (37 CFR 3.41)..... \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William V. Douglass *Wm Douglass* 11/16/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

11/19/2001 GTON11 00000090 1922336

01 FC:481 40.00 OP
 02 FC:482 75.00 OP

TRADEMARK REEL: 002396 FRAME: 0361

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made effective as of July 31, 1998, by and between MARTIN WEYRICH WINERY, LLC, a California limited liability company ("MWW") and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Martin & MacFarlane, Inc., a California corporation ("Martin & MacFarlane"), the Lenders, the Administrative Agent and Union Bank of California as Co-Agent. All capitalized terms not otherwise defined shall have the meaning set forth in the Intellectual Property Security Agreement (the "IP Security Agreement"). This Agreement is made with specific reference to the following facts:

RECITALS

A. Martin & MacFarlane entered into the Credit Agreement and the IP Security Agreement with Administrative Agent and the Lenders in connection with borrowings by Martin & MacFarlane. The IP Security Agreement was recorded with the United States Patent and Trademark Office on September 11, 1997.

B. The IP Security Agreement granted Administrative Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitting by applicable law, certain intellectual property of Martin & MacFarlane, including but not limited to the following:

(i) the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Exhibit "A"** hereto and (a) all renewals thereof, (b) all income, royalties, damages and payments then and thereafter due and/or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Martin & MacFarlane's business symbolized by the foregoing and connected therewith, and (e) all Martin & MacFarlane's rights corresponding thereto throughout the world (all the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this section, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Martin & MacFarlane is a licensee or licensor under any such license agreement, including those trademark license agreements and service mark license agreements listed **Exhibit "B"** hereto, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory then or hereafter owned by Martin & MacFarlane and then or

hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as the "Licenses").

C. All rights and interests in and to the Trademarks and Licenses were assigned by Martin and MacFarlane, Inc. to MWW (then known as Martin Brothers Winery, LLC) on July 28, 1998 (the "Assignment")

D. Each and every Obligation owed by Martin & MacFarlane to Administrative Agent and the Lenders created under the Credit Agreement was paid in full in cash on July 31, 1998.

E. All Commitments have been terminated in full.

F. The Credit Agreement has been terminated in full.

G. The parties now desire to terminate the IP Security Agreement and release all collateral thereunder.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants, terms and conditions contained in this Agreement, the parties agree as follows:

1. Administrative Agent hereby acknowledges its consent to the Assignment in accordance with Section 14 of the IP Security Agreement.

2. In accordance with Section 18 of the IP Security Agreement, the IP Security Agreement is hereby terminated in full, and any and all interests of the Administrative Agent, Union Bank of California and/or the Lenders in and to the Trademarks and Licenses and all other collateral held pursuant to the IP Security Agreement are hereby released in full. Pursuant to Section 18 of the IP Security Agreement, any and all encumbrances affecting the Trademarks and/or Licenses created by the IP Security Agreement are hereby fully and forever extinguished.

3. Administrative Agent shall duly assign, transfer and deliver to MWW (without recourse and without any representation or warranty of any kind) such of the Collateral associated with the Trademarks and Licenses as may be in its possession and has not heretofore been disposed of or otherwise applied or released.

4. Each of the parties agrees to promptly execute and deliver any and all further documents necessary or desirable to effectuate the intent and purposes of this Agreement, including but not limited to any instruments acknowledging the termination of the IP Security Agreement and the release of the Collateral by Administrative Agent and the Lenders.

5. The following miscellaneous provisions shall apply to the terms and conditions of this Agreement.

5.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

5.2. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized.

5.3. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, other than the parties hereto and their respective heirs and successors, any legal or equitable rights, remedy or claim under or in respect to this Agreement, or any provisions herein contained.

5.4. This Agreement may not be amended, altered or modified except by a written instrument signed by each of the parties.

5.5. Each individual executing this Agreement on behalf of a corporation, partnership or other entity represents or warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party. On request, each party shall furnish the other with evidence of authority.

5.6. If any legal proceeding, arbitration or other action is brought or threatened for the enforcement or interpretation of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, and the prevailing party in any such action should incur any legal fees, including, but not limited to, attorneys' fees, paralegal fees, expert witness fees, and other similar costs, a successful prevailing party or parties to any such dispute or action will be entitled to recover their reasonable attorneys' fees and additional legal costs incurred, together with any other relief to which he/it may otherwise be entitled, as determined by an arbitrator, judgment at trial, upon appeal or petition.

5.7. The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the successors, assigns, transferees, grantees and indemnities of each of the parties to this Agreement.

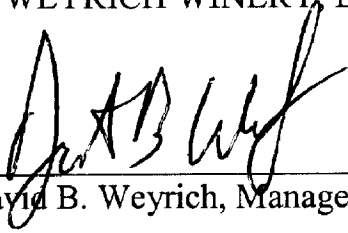
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

MARTIN WEYRICH WINERY, LLC

By: _____


David B. Weyrich, Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Printed Name: Matthew B Jones

Title: Authorized Signatory
Managing Director

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

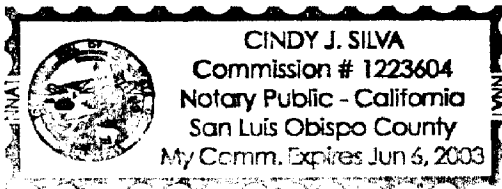
STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

} ss.

On 14th Nov, 2001, 2001, before me, Cindy J. Silva, a Notary Public in and for said County and State, personally appeared David B. Weyrich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cindy J. Silva
Notary Public



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF New York
COUNTY OF NASSAU

} ss.

On November 6th, 2001, before me, SANDRA GARCIA, a Notary Public in and for said County and State, personally appeared Matthew Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra Garcia
Notary Public

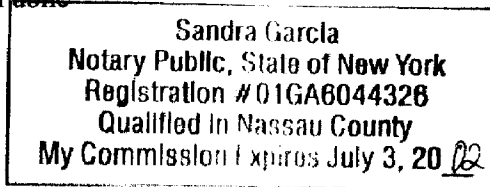


EXHIBIT "A"
TRADEMARKS

Registered Trademarks

IL PALIO
GEMELLI
CABERNET ESTRUSCO

Unregistered Trademarks and Service Marks

Such trademarks and service marks associated with the business formerly known as Martin Brothers Winery, as are established through common law and usage, including:

MARTIN BROTHERS WINERY

EXHIBIT "B"

LICENSES

All trademark license agreements and serve mark license agreements made in connection with the business formerly known as Martin Brothers Winery, and now operated by Martin Weyrich Winery, LLC.

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Canadian Imperial Bank of Commerce

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Administrative Agent of Lender

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

Execution Date: November 6, 2001

2. Name and address of receiving party(ies)
Name: Martin Weyrich Winery, LLC
Internal
Address: _____
Street Address: P.O. Box 7003
City: Paso Robles State: CA Zip: 93447

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
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1954274 1993197

Additional number(s) attached Yes No

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Internal Address: _____
Street Address: 1102 Laurel Lane
City: San Luis Obispo State: CA Zip: 93401

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 115.00

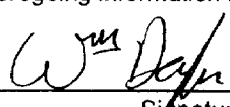
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William V. Douglass  11/16/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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B. The IP Security Agreement granted Administrative Agent a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitting by applicable law, certain intellectual property of Martin & MacFarlane, including but not limited to the following:

(i) the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Exhibit "A"** hereto and (a) all renewals thereof, (b) all income, royalties, damages and payments then and thereafter due and/or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Martin & MacFarlane's business symbolized by the foregoing and connected therewith, and (e) all Martin & MacFarlane's rights corresponding thereto throughout the world (all the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this section, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Martin & MacFarlane is a licensee or licensor under any such license agreement, including those trademark license agreements and service mark license agreements listed **Exhibit "B"** hereto, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory then or hereafter owned by Martin & MacFarlane and then or

hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as the "Licenses").

C. All rights and interests in and to the Trademarks and Licenses were assigned by Martin and MacFarlane, Inc. to MWW (then known as Martin Brothers Winery, LLC) on July 28, 1998 (the "Assignment")

D. Each and every Obligation owed by Martin & MacFarlane to Administrative Agent and the Lenders created under the Credit Agreement was paid in full in cash on July 31, 1998.

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G. The parties now desire to terminate the IP Security Agreement and release all collateral thereunder.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants, terms and conditions contained in this Agreement, the parties agree as follows:

1. Administrative Agent hereby acknowledges its consent to the Assignment in accordance with Section 14 of the IP Security Agreement.

2. In accordance with Section 18 of the IP Security Agreement, the IP Security Agreement is hereby terminated in full, and any and all interests of the Administrative Agent, Union Bank of California and/or the Lenders in and to the Trademarks and Licenses and all other collateral held pursuant to the IP Security Agreement are hereby released in full. Pursuant to Section 18 of the IP Security Agreement, any and all encumbrances affecting the Trademarks and/or Licenses created by the IP Security Agreement are hereby fully and forever extinguished.

3. Administrative Agent shall duly assign, transfer and deliver to MWW (without recourse and without any representation or warranty of any kind) such of the Collateral associated with the Trademarks and Licenses as may be in its possession and has not heretofore been disposed of or otherwise applied or released.

4. Each of the parties agrees to promptly execute and deliver any and all further documents necessary or desirable to effectuate the intent and purposes of this Agreement, including but not limited to any instruments acknowledging the termination of the IP Security Agreement and the release of the Collateral by Administrative Agent and the Lenders.

5. The following miscellaneous provisions shall apply to the terms and conditions of this Agreement.

5.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

5.2. If any one or more of the provisions contained in this Agreement are held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the intent manifested thereby shall be recognized.

5.3. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, other than the parties hereto and their respective heirs and successors, any legal or equitable rights, remedy or claim under or in respect to this Agreement, or any provisions herein contained.

5.4. This Agreement may not be amended, altered or modified except by a written instrument signed by each of the parties.

5.5. Each individual executing this Agreement on behalf of a corporation, partnership or other entity represents or warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party. On request, each party shall furnish the other with evidence of authority.

5.6. If any legal proceeding, arbitration or other action is brought or threatened for the enforcement or interpretation of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, and the prevailing party in any such action should incur any legal fees, including, but not limited to, attorneys' fees, paralegal fees, expert witness fees, and other similar costs, a successful prevailing party or parties to any such dispute or action will be entitled to recover their reasonable attorneys' fees and additional legal costs incurred, together with any other relief to which he/it may otherwise be entitled, as determined by an arbitrator, judgment at trial, upon appeal or petition.

5.7. The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the successors, assigns, transferees, grantees and indemnities of each of the parties to this Agreement.

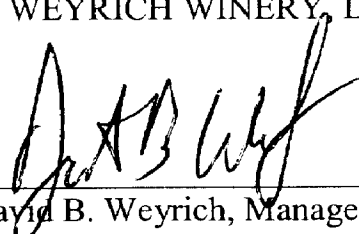
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

MARTIN WEYRICH WINERY, LLC

By: _____

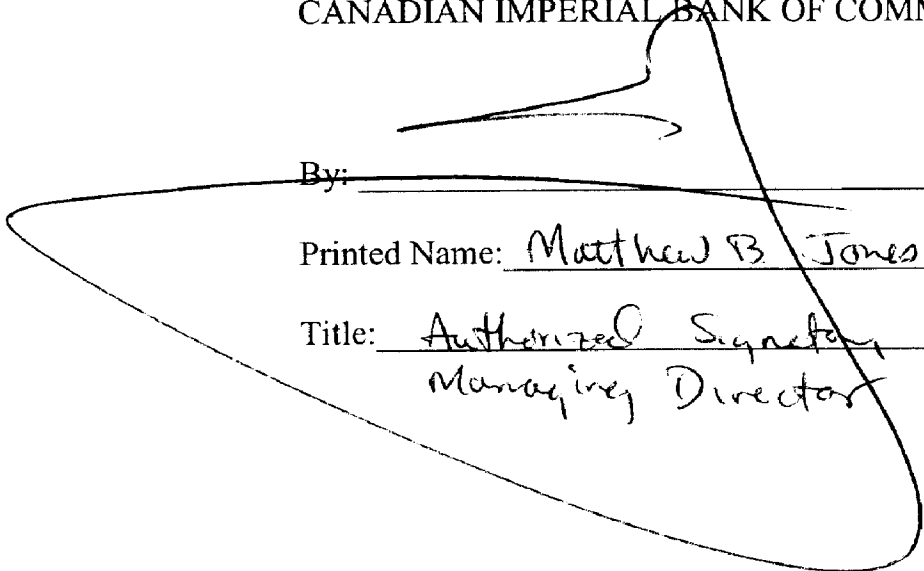

David B. Weyrich, Manager

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Printed Name: Matthew B. Jones

Title: Authorized Signatory
Managing Director



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

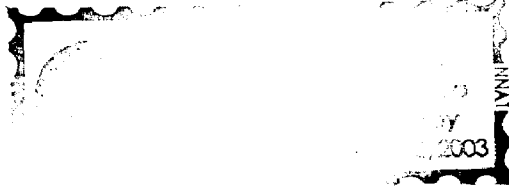
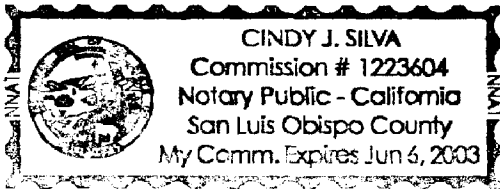
STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

} ss.

On 14th Nov, 2001, 2001, before me, Cindy J. Silva, a Notary Public in and for said County and State, personally appeared David B. Weyrich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cindy J. Silva
Notary Public



CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF New York
COUNTY OF NASSAU

} ss.

On November 6th, 2001, before me, SANDRA GARCIA, a Notary Public in and for said County and State, personally appeared Matthew Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra Garcia
Notary Public

Sandra Garcia
Notary Public, State of New York
Registration # 01GA6044326
Qualified In Nassau County
My Commission Expires July 3, 2002

EXHIBIT "A"
TRADEMARKS

Registered Trademarks

IL PALIO
GEMELLI
CABERNET ESTRUSCO

Unregistered Trademarks and Service Marks

Such trademarks and service marks associated with the business formerly known as Martin Brothers Winery, as are established through common law and usage, including:

MARTIN BROTHERS WINERY

EXHIBIT "B"

LICENSES

All trademark license agreements and serve mark license agreements made in connection with the business formerly known as Martin Brothers Winery, and now operated by Martin Weyrich Winery, LLC.