

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination, Release and Reassignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Commercial Distribution	Deutsche Financial Services Corporation	01/05/2004	CORPORATION: NEVADA
GE Commercial Distribution	Deutsche Financial Services Corporation	01/05/2004	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Covey Run Winery, Inc.
Street Address:	1500 Vintage Road
City:	Zallah
State/Country:	WASHINGTON
Postal Code:	98953
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1452437	
Registration Number:	1498865	ZILLAH OAKES
Registration Number:	1817064	CR
Registration Number:	2040214	COVEY RUN

CORRESPONDENCE DATA

Fax Number: (908)725-7088
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 908 722 5640
 Email: Stephen.Baker4@verizon.net
 Correspondent Name: Baker and Rannels PA
 Address Line 1: 626 North Thompson Street
 Address Line 4: Raritan, NEW JERSEY 08869

NAME OF SUBMITTER:	Stephen L. Baker
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OP \$115.00 1452437

Total Attachments: 3

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TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS ("Release") made as of the 5th day of January, 2004 by GE Commercial Distribution Finance Corporation, formerly known as Deutsche Financial Services Corporation, a Nevada corporation with its mailing address at P.O. Box 411934, St. Louis MO 63141 ("CDF"), as Agent for itself and each of the other entities party to that certain Credit Facilities Agreement dated as of February 11, 2000, and for Covey Run Winery, Inc., a corporation of the State of Washington with an office located at 1500 Vintage Road, Zillah, Washington 98953 ("Covey Run").

W I T N E S S E T H

WHEREAS, CDF and Covey Run entered into a certain Trademark Security Agreement dated as of April 10, 2000 (the "Security Agreement"), by which Covey Run granted to CDF as Agent a lien on and continuing security interest in, among other things, trademarks, service marks, trademark registrations (including those registrations listed on Schedule A hereto), trade names, and the goodwill of the business connected therewith and symbolized thereby, as security for, among other things, the payment and performance in full of the Secured Obligations (capitalized used herein are defined as in the Security Agreement);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on May 16, 2000, at Reel" 002094, Frames 0761 - 0772;

WHEREAS, Covey Run has requested that CDF terminate and release its security interest in and lien on Covey Run's said trademarks, among other things as described below, and reassign the same to Covey Run;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is agreed as follows:

1. CDF does hereby release and terminate all liens and security interests in all the following properties of Covey Run which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to CDF as collateral security for the Secured Obligations under and pursuant to the Security Agreement, and CDF hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to Covey Run any other and all of CDF's right, title and interest, if any, in and to the following, purportedly owned by Covey Run whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Security Agreement or thereafter acquired:

i) the United States trademarks listed on Schedule A attached hereto and made a part hereof and all other trademarks (including service marks), trademark registrations and trade names in the United States in each case (x) including all or a significant or meaningful part of, or (y) constituting a variant or derivative of, or (z) not readily distinguishable from, the marks listed in Schedule A, along with any and all (w) renewals thereof, (x) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation damages, claims and payments for past or future infringements thereof, (y) rights to sue for past, present, or future infringements thereof, and (z) trademarks, trademark registrations and trade name applications for any thereof and any other rights corresponding thereto (collectively the "Trademarks");

ii) the entire goodwill of Covey Run's business connected with the use of and symbolized by the Trademarks;

iii) licenses whereby Covey Run has granted, or Covey Run grants to another party, the right to exploit or use any Trademark; and

iv) all proceeds of and accessions to any and all of the foregoing (the "Proceeds").

2. The parties hereto, CDF and Covey Run, do hereby cancel and terminate the Security Agreement and all rights and obligations of the parties thereunder.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. The Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

GE COMMERCIAL DISTRIBUTION FINANCE
CORPORATION, formerly known as,
DEUTSCHE FINANCIAL SERVICES CORPORATION
As Agent

By: _____

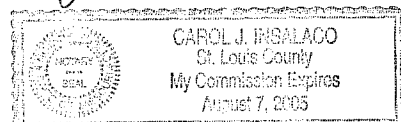
[Signature]
David J. Lynch
Vice President of Operations

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 5th day of January, 2004, before me personally came David J. Lynch, to me known, who being by me duly sworn, did depose and say that he is the Vice President of Operations of GE Commercial Distribution Finance Corporation f/k/a Deutsche Financial Services Corporation; the corporation described in and which executed the above instrument; that (s) he has been authorized to execute said instrument on behalf of said corporation; and that (s) he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

[Signature]
Notary Public



SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
COVEY RUN	2,040,214	Feb. 25, 1997	USA
CR	1,817,064	Jan. 18, 1994	USA
ZILLAH OAKES	1,498,865	Aug. 2, 1988	USA
(Image of Two Quails)	1,452,437	Aug. 11, 1987	USA