

6/4/04

06-04-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102708493

To the Honorable Commissioner of Patents and Trademarks and the original documents or copy thereof.

1. Name of conveying party(ies):
Harris Trust and Savings Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other IL banking corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment of Trademarks
- Merger
- Change of Name

Execution Date: 8/28/03

2. Name and address of receiving party(ies)

Name: Pacific Wine Company

Internal

Address: _____

Street Address: 1 TCF Drive

City: Samoa State: CA Zip: 95564

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

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) 0,359,580

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address: _____
233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

6/3/04

Date

Total number of pages including cover sheet, attachments, and document: 3

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

06/07/2004 6TON11 00000027 0359580

01 FC:8521
02 FC:8523

40.00 OP
120.00 OP

TRADEMARK
REEL: 002866 FRAME: 0001

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated August 28, 2003 by Harris Trust and Savings Bank as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, an Illinois banking corporation ("*Harris*"), acting as agent for various secured creditors (Harris, acting as such agent being hereinafter referred to as the "*Secured Party*") and Pacific Wine Company, an Illinois corporation (the "*Debtor*") are parties to a certain Security Agreement Re: Intellectual Property dated August 31, 2000 which was recorded in the United States Patent and Trademark Office on September 26, 2000 at Reel 002147, Frame 0597 (the "*Assignment*"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks listed on Schedule A attached hereto and certain other property (collectively the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

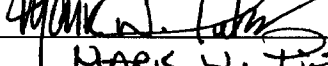
The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name MARK W. TIEKOS
Title VICE PRESIDENT

**SCHEDULE A
TO RELEASE AND REASSIGNMENT OF TRADEMARKS**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	SERIAL NO./REG. NO.	FILING DATE/REG DATE	STATUS
Ettore Fieramosca	71/405056 – 0,359,580	08/23/1938	Registered