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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102708491

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231. Send original documents or copy thereof.

1. Name of conveying party(ies): Harris Trust and Savings Bank
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[ ] Other IL banking corporation
Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: Paterno Imports, Ltd.
Internal Address:
Address:
Street Address: 1 TCF Drive
City: Samoa State: CA Zip: 95564
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[x] 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 [x] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[x] Other Release and Reassignment of Trademarks
Execution Date: 8/28/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) See continuation of item 4 attached hereto.
Additional number(s) attached [x] 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: 10
7. Total fee (37 CFR 3.41) \$ 265.00
[x] 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 Date 6/3/04

Total number of pages including cover sheet, attachments, and document: 4

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

01 FC:0521 40.00 OP
02 FC:0522 225.00 OP
03 FC:0523 120.00 OP

TRADEMARK REEL: 002866 FRAME: 0077

**CONTINUATION OF ITEM 4**

**Trademark Registration Numbers:**

**2,237,324**

**1,142,087**

**1,220,238**

**1,249,217**

**2,010,443**

**1,720,583**

**1,977,708**

**2,044,631**

**2,192,482**

**2,051,400**

**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 Paterno Imports, Ltd., an Illinois corporation (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated January 31, 2002 which was recorded in the United States Patent and Trademark Office on February 8, 2002 at Reel 002443, Frame 0114 (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. PIERGS  
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
Episode	75/220652- 2,237,324	04/06/1999	Registered
Graff Johann Von Blesius	73/197341- 1,142,087	02/12/1980	Registered
Mazzoni	73/212610- 1,220,238	12/14/1982	Registered
Miscellaneous Design	73/283185- 1,249,217	08/23/1983	Registered
Valle Nevado	74/460314- 2,010,443	10/22/1996	Registered
Vina Del Mar (Stylized)	74/153152- 1,720,583	09/29/1992	Registered
Paterno Imports	74/576,700- 1,977,708	06/04/1996	Registered
Tangley Oaks	74/654773- 2,044,631	03/11/1997	Registered
Emperor's Fountain	74/691368- 2,192,482	09/29/1998	Registered
Entre Nous	74/670236- 2,051,400	04/08/1997	Registered

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RECORDED: 06/04/2004

TRADEMARK  
REEL: 002866 FRAME: 0080