

09/23/2004
700117329

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

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Bank of America, National Trust and Savings Association, Predecessor to Bank of America, N.A.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other National Banking Association

Citizenship (see guidelines) _____
 Execution Date(s) 09/21/2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Delicato Vineyards
 Internal Address: _____
 Street Address: 12001 S. Highway 99
 City: Manteca
 State: CA
 Country: USA Zip: 95336

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademarks

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
74488684
74488685

B. Trademark Registration No.(s)
See Exhibit A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
74488684 Villa Messina 2/10/96
74488685 Villa Napoli 2/10/96

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

Name: Bank of America, N.A.
 Internal Address: CA9-193-24-01
Attn: Sharon McGuigan
 Street Address: 333 S. Hope St., 24th Floor
 City: Los Angeles
 State: CA Zip: 90071
 Phone Number: 213 621-8720
 Fax Number: 213 621-8757
 Email Address: Sharon.McGuigan@BankofAmerica.com

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 740⁰⁰

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 20-0052
 Authorized User Name _____

9. Signature: Carol Zenimora - Dunn Christine E Wilson Date 9-21-04

Carol Zenimora - Dunn Signature Christine E Wilson Date
 Total number of pages including cover sheet, attachments, and document: 12

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH 8740.00 200052 74488684

Exhibit A**Attachment to Recordation Form Cover Sheet
TRADEMARKS ONLY**

4.A Trademark Application Numbers	4.B Trademark Registration Numbers	4.C Trademark Description
74308920	1801002	Brook Hollow
74015757	1712767	Chandler Cellars
74468918	1862696	Chianti Italica
74308921	1802245	Crescent Ridge
82612477	2612477	Garbino
73043135	1016200	Delicato
74315918	1819161	PRC
74433946	1877877	Delicato Grape Stomp
74122415	1732169	Eagle Canyon
74287802	1826561	800-Florist
74308922	1802246	Monterey Springs
74393501	1830520	Monterey Crest
74296293	1849663	I'M Home
74015496	1631822	Napa Springs
74195607	1703602	Oak Bridge Winery
74308919	1801001	Oak Hill
74015364	1652002	Pepple Springs
74077008	1647010	San Bernabe Vineyards
73168814	1152609	San Martin
74015497	1634943	Settler's Creek
73783392	1569188	Durinol
74422014	1840813	Teddy Bear Red
74422015	1842001	Teddy Bear White
72241066	0827279	Tingle
74195606	1743449	Three Oaks Winery
73800543	1628563	Europa-USA 92
74433945	1878826	Tourello

RELEASE OF TRADEMARKS

THIS RELEASE, dated September 21, 2004, is given by Bank of America, N.A., formerly known as Bank of America, N.T. & S.A. ("Bank").

WITNESSETH:

WHEREAS, Bank and Delicato Vineyards, a California corporation (the "Company") are parties to a certain Security Agreement - General Intangibles (Patents, Trademarks, Copyrights, Computer Software) dated as of March 8, 1996 (the "Security Agreement"), pursuant to which the Company granted a security interest in certain trademarks listed on Exhibit "A" attached hereto (the "Trademarks") and certain other property as security for the Company's Indebtedness (as defined in the Security Agreement) to Bank;

WHEREAS, the Security Agreement was recorded in the Assignment Branch of the U.S. Patent and Trademark Office on March 19, 1996, on Reel/Frames: 001442/0532;

WHEREAS, the Company has satisfied the Indebtedness and has requested that Bank release its security interest in the Trademarks;


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

Bank hereby releases its security interest in:

- (i) The Trademarks and other related property, as more particularly described in Paragraph 1 of the Security Agreement; and
- (ii) All proceeds of all of the foregoing.

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

Bank of America, N.A.

By: 
 Gail T. Zenimura-Dunn
 Vice President

ACKNOWLEDGEMENT

State of California)
County of FRESNO)

On September 21, 2004, before me, Joanne Lee Hayner personally appeared Gail T. Zenimura-Dunn, Vice President with Bank of America, N.A., 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 she executed the same in her authorized capacity, and that by 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.

Signature Joanne Lee Hayner
Notary Public

(Seal)



Exhibit A
TRADEMARKS

4.A Trademark Application Numbers	4.B Trademark Registration Numbers	4.C Trademark Description
74308920	1801002	Brook Hollow
74015757	1712767	Chandler Cellars
74468918	1862696	Chianti Italica
74308921	1802245	Crescent Ridge
82612477	2612477	Garbino
73043135	1016200	Delicato
74315918	1819161	PRC
74433948	1877877	Delicato Grape Stomp
74122415	1732169	Eagle Canyon
74287802	1826561	800-Florist
74308922	1802246	Monterey Springs
74393501	1830520	Monterey Crest
74296293	1849663	I'M Home
74015496	1631822	Napa Springs
74195607	1703602	Oak Bridge Winery
74308919	1801001	Oak Hill
74015364	1652002	Pepple Springs
74077008	1647010	San Bernabe Vineyards
73168614	1152609	San Martin
74015497	1634943	Settler's Creek
73783392	1569188	Durinol
74422014	1640813	Teddy Bear Red
74422015	1842001	Teddy Bear White
72241066	0827279	Tingle
74195606	1743449	Three Oaks Winery
73800543	1628563	Europa-USA 92
74433945	1878826	Tourello

**SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)**

1. **THE SECURITY.** The undersigned DELICATO VINEYARDS ("Borrower") for valuable consideration hereby assigns and grants to BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Bank"), a security interest in any right, title, or interest of Borrower in or to the following described personal property, whether now owned or hereafter acquired ("Collateral"):

A. All patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions.

B. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above.

C. All copyrights and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products, and United States and/or foreign applications for registration and registrations thereof.

D. All computer software programs developed or to be developed by Borrower or in which Borrower asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; all tangible property of Borrower embodying or incorporating any such programs.

E. All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations.

F. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

G. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

H. All proceeds of any Collateral.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure all Indebtedness of Borrower to Bank. For the purposes of this Agreement, "Indebtedness" shall mean all loans and advances made by Bank to Borrower and all obligations and liabilities of

Borrower to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent (including but not limited to obligations of Borrower as a guarantor of the indebtedness of another), and whether incurred directly or acquired by Bank by assignment or otherwise. Unless Borrower shall have otherwise agreed in writing, "Indebtedness" shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

3. **WARRANTIES AND REPRESENTATIONS.** Borrower represents and warrants to Bank as follows:

A. Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which Borrower has any right, title, or interest, throughout the world.

B. Borrower has full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest transferred hereby, and Borrower has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

C. Borrower is the lawful owner of the entire right, title and interest in and to all the Collateral, free and clear of all liens, charges, encumbrances, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue third persons, except as Bank has consented to in writing.

4. **BORROWER'S COVENANTS.** Borrower covenants and agrees that, unless compliance is waived by Bank in writing:

A. Borrower will at its expense properly maintain the Collateral and shall not fail to renew and shall not otherwise abandon any Collateral. Borrower will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto; Borrower also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works.

B. Borrower will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. Borrower will not license or transfer any of the Collateral except with Bank's prior written consent.

C. Borrower will notify Bank in writing prior to any change in Borrower's place of business or, if Borrower has or acquires more than one place of business, prior to any change in Borrower's chief executive office or headquarters.

D. Borrower will promptly notify Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A hereto. Borrower authorizes Bank, without notice to Borrower, to modify this Agreement by amending Exhibit A to include any such Collateral.

E. Borrower will promptly notify Bank of any legal process which is levied against the Collateral and any other event which may have a material adverse effect on the value of the Collateral (including, but not limited to, conduct which might infringe on any Collateral) or the rights and remedies of Bank in relation thereto, and Borrower will enforce all rights in the Collateral against any and all infringers thereof.

F. Borrower will, at the request of Bank, execute such other agreements, documents or instruments in connection with this Agreement as Bank may reasonably deem necessary, including, but not limited to, those documents prepared by Bank which, at Bank's option, Bank chooses to record with any governmental entity, in any State or at the Federal level or in any foreign country, relating to the security interest Bank holds in the Collateral.

G. Borrower will pay to Bank, on demand, the amounts of any fees required to be paid in connection with recordation of this Agreement or any other agreement, document, or instrument evidencing Bank's security interest and any other rights in or to the Collateral.

5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

A. Borrower shall fail to pay any Indebtedness to Bank when due.

B. Borrower shall breach any term, provision, warranty or representation under this Agreement, or under any other security agreement, contract between Borrower and Bank, or any other obligation of Borrower to Bank.

C. Any receiver or trustee shall be appointed with regard to all or a substantial portion of the assets of Borrower.

D. Borrower shall become insolvent or unable to pay debts as they mature, shall make a general assignment for the benefit of creditors or shall voluntarily file under any bankruptcy or similar law.

E. Any involuntary petition in bankruptcy shall be filed against Borrower, and shall not be dismissed within 60 days.

F. Any levies of attachment, executions, tax assessments or similar processes shall be issued against the Collateral and shall not be released within ten days thereof.

G. Any financial statements, profit and loss statements, borrowing certificates or schedules, or other statements furnished by Borrower to Bank prove false or incorrect in any material respect.

6. **BANK'S REMEDIES AFTER DEFAULT.** In the event of any default Bank may do any one or more of the following:

A. Declare any Indebtedness secured hereby immediately due and payable.

B. Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other law.

7. **MISCELLANEOUS.**

A. In the event of a sale of Collateral (whether under power of sale herein granted, pursuant to judicial process or otherwise), Borrower will duly execute and acknowledge all documents necessary or advisable to record title to such Collateral in the name of the purchaser, including, without limitation, valid and recordable assignments of such Collateral.

B. Borrower hereby appoints Bank, effective upon the occurrence of a default hereunder, Borrower's attorney-in-fact, with full authority to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of Bank as Borrower's attorney-in-fact is coupled with an interest and is irrevocable.

C. Any waiver, expressed or implied, of any provision hereunder and any delay or failure by Bank to enforce any provision shall not preclude Bank from enforcing any such provision thereafter.

D. This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which Borrower submits.

E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

F. All terms not defined herein are used as set forth in the Uniform Commercial Code.

G. In the event of any action by Bank to enforce this Agreement or to protect the security interest of Bank in the Collateral, Borrower agrees to pay the costs thereof, reasonable attorney's fees and other expenses.

H. This Agreement and any agreement or document attached hereto, referred to herein or executed concurrently herewith, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

Dated: March 8, 1996.

DELICATO VINEYARDS

By: Vincent Indelicato

Title: Vincent Indelicato, President

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By: David J. Yonan
Title: Vice President

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

<u>State or Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
U.S.A.	1,801,002	10-26-93	Brook Hollow
U.S.A.	1,712,767	09-01-92	Chandler Cellars
U.S.A.	1,862,696	11-15-94	Chianti Italica
U.S.A.	1,802,245	11-02-93	Crescent Ridge
U.S.A.	2,612,477	12-24-93	Crystal Creek "Japan"
U.S.A.	1,016,200	07-15-75	Delicato
U.S.A.	1,819,161	02-01-94	Delicato Good Taste
			Time After Time
U.S.A.	1,877,877	02-07-95	Delicato Grape Stomp & Design
U.S.A.	1,732,169	11-10-92	Eagle Canyon
U.S.A.	1,826,561	03-15-94	Joshua Hill
U.S.A.	1,802,246	11-02-93	Monterey Springs
U.S.A.	1,830,520	04-12-94	Monterey Crest
U.S.A.	1,849,663	08-09-94	Monterra
U.S.A.	1,631,822	01-15-91	Napa Springs
U.S.A.	1,703,602	07-28-92	Oak Bridge Winery
U.S.A.	1,801,001	10-26-93	Oak Hill
U.S.A.	1,652,002	07-23-91	Pebble Springs
U.S.A.	1,647,010	06-04-91	San Bernabe Vineyards
U.S.A.	1,152,609	04-28-91	San Martin
U.S.A.	1,634,943	02-12-91	Settler's Creek
U.S.A.	1,569,188	10-03-89	Sweet Marie
U.S.A.	1,840,813	06-21-94	Teddy Bear Red
U.S.A.	1,842,001	06-28-94	Teddy Bear White
U.S.A.	827,279	04-11-87	Tingle
U.S.A.	1,743,449	12-29-92	Three Oaks Winery
U.S.A.	1,628,563	12-18-90	TRE Fontani
U.S.A.	1,878,826	02-14-95	Tourello

EXHIBIT A

PENDING TRADEMARK AND
SERVICE MARK APPLICATIONS

<u>State or Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Trademark or Service Mark</u>
U.S.A.	74-488684	02-10-94	Villa Messina
U.S.A.	74-488685	02-10-94	Villa Napoli