

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orix Venture Finance LLC		10/13/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Wine.com, Inc.
Street Address:	114 Sansome Street, 6th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2303037	ASK THE CORK DORK
Registration Number:	2426706	CLASSIC CELLARS
Registration Number:	2475229	DISCOVERY CLUB
Registration Number:	2498220	
Registration Number:	2603774	
Registration Number:	2611707	
Registration Number:	2621796	WINE ANYONE

CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 268 6538
Email:	rlal@mofo.com
Correspondent Name:	Jennifer Lee Taylor
Address Line 1:	Morrison & Foerster LLP, 425 Market St.
Address Line 4:	San Francisco, CALIFORNIA 94105-2482

CH \$190.00 2303037

ATTORNEY DOCKET NUMBER:

53505-24000.00

NAME OF SUBMITTER:

Jennifer Lee Taylor/ Ritasha Lal

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of October \_\_, 2004 from Orix Venture Finance LLC (the "Secured Party"), to Wine.com, Inc. (the "Grantor").

**WITNESSETH:**

WHEREAS, pursuant to that certain Security Agreement, dated as of December 1, 2003, in favor of the Secured Party (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on December 17, 2003, Reel 2880 and Frame 0077; and

WHEREAS, the obligations owing to the Secured Party have been satisfied and the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:

the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Grantor's business connected with and symbolized by the foregoing; and

2. Further Assurance: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ORIX VENTURE FINANCE LLC

By: Michael David

Name: Michael David

Title: Managing Director

**Orix Venture Finance, LLC  
Schedule A**

<b>Mark</b>	<b>Registration Number</b>	<b>Reel/Frame</b>
Ask the Cork Dork	2,303,037	2880/0077
Classic Cellars	2,426,706	2880/0077
Discovery Club	2,475,229	2880/0077
<i>Design only</i>	2,498,220	2880/0077
<i>Design only</i>	2,603,774	2880/0077
<i>Design only</i>	2,611,707	2880/0077
Wine Anyone	2,621,796	2880/0077