

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monterey Wine Festival, LLC		07/30/2004	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA	
Name:	National Restaurant Association Educational Foundation
Street Address:	175 West Jackson Boulevard
Internal Address:	Suite 1500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	Not-for-Profit: ILLINOIS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2680099	THE MONTEREY WINE FESTIVAL

CORRESPONDENCE DATA	
Fax Number:	(312)840-7884
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 840-7860
Email:	mmurphy@jenner.com
Correspondent Name:	Mariann R. Murphy
Address Line 1:	One IBM Plaza
Address Line 2:	Jenner & Block LLP
Address Line 4:	Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	39322-10026
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NAME OF SUBMITTER:	Mariann R. Murphy
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Total Attachments: 3
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Monterey Wine Festival, LLC., a California limited liability company ("the LLC"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, National Restaurant Association Educational Foundation, an Illinois not-for-profit (the "Foundation"), owns one hundred percent (100%) of the membership interest (the "Membership Interest") and is entering into a Limited Liability Company Purchase Agreement dated as of July 30, 2004 (said "LLC Purchase Agreement") with KAK, Inc., an Ohio Corporation ("KAK") to sell the Membership Interest to KAK; and

WHEREAS, KAK is purchasing the Membership Interest from the Foundation for \$200,000, payment of which shall be made over time, the last payment being due June 1, 2007; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 30, 2004 by and between the LLC and the Foundation, LLC has agreed to create in favor of the Foundation a secured and protected interest in, and the Foundation has agreed to become a secured creditor with respect to certain intellectual property, including the Trademark Collateral defined below; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, LLC hereby grants to the Foundation a security interest in all of LLC's right, title and interest in and to the following, in each case whether now or hereafter existing or in which LLC now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade dress, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers owned by such LLC, or hereafter adopted and used, in its business (including, without limitation, the trademark specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registration specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Foundation is the loss payee thereof), or any indemnity,

warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

LLC does hereby further acknowledge and affirm that the rights and remedies of the Foundation with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of July 2004.

MONTEREY WINE FESTIVAL, LLC

By: 

Name: JAMES KOSMS

Title: PRZ

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Monterey Wine Festival, LLC	Monterey Wine Festival & Design	2,680,099	January 28, 2003

Schedule A-1

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TRADEMARK

RECORDED: 11/24/2004

REEL: 002980 FRAME: 0210