

09-22-2004

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

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



RECORD/
TRIAL

102841632

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

9-20-04

1. Name of conveying party(ies)/Execution Date(s):
American AgCredit, ACA Successor in
interest to Pacific Coast Farm Credit
Services, ACA

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

Citizenship (see guidelines)

Execution Date(s) September 16, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

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

Name: Spottswode Winery, Inc.

Internal Address:

Street Address: 1401 Hudson Avenue

City: St. Helena

State: CA

Country: USA Zip: 94574

- 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)

OFFICE OF PUBLIC RECORDS
2004 SEP 20 PM 3:37
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2181427, 1563666, 2176921

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Lydenhurst 2181427
Spottswode 1563666

Spottswode 2176921

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

Name: American AgCredit

Internal Address:

Street Address: 1101 Vintage Avenue

City: St. Helena

State: CA Zip: 94574

Phone Number: 707-963-9437

Fax Number: 707-963-2819

Email Address: cbrannigan@agloan.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 _____
Authorized User Name _____

9. Signature: C Brannigan 16 Sep 04 September 16, 2004
Signature Date

Connee Brannigan, Vice President
Name of Person Signing

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

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

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40.00 OP
50.00 OP

01 FC:6521
02 FC:6522

TRADEMARK
REEL: 003048 FRAME: 0957

TERMINATION OF
COLLATERAL ASSIGNMENT AND SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS AND TRADEMARK LICENSES)

THIS TERMINATION OF COLLATERAL ASSIGNMENT is made and executed as of September 16, 2004, by and between Spottswoode Winery, Inc., a California Corporation (the "Company") and American AgCredit, successor in interest to Pacific Coast Farm Credit Services ACA ("Lender")

RECITALS

A. The Company and Lender entered into that certain Collateral Assignment and Supplemental Security Agreement (Trademarks and Trademark Licenses) as of January 26, 1999 (the "Collateral Assignment") that granted Lender a security interest in the trademarks set forth on Exhibit A attached hereto (the "Trademarks") and assigned the Trademarks to Lender.

B. The Collateral Assignment was recorded with the United States Patent and Trademark Office on February 16, 1999 as Document Number 100967814A in Reel 1857, Frame 0047.

C. The Company and Lender now wish to terminate the Collateral Assignment and cause the Trademarks previously assigned to Lender to be conveyed to the Company.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Termination. The Company and the Lender hereby agree to terminate the Collateral Assignment as of the date set forth above. The Lender hereby fully and completely releases its security interest in the Trademarks created by the Collateral Assignment and conveys its assignment of said Trademarks to the Company.

2. General Provisions.

2.1 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, drafts, and other understandings that the parties may have had concerning the subject matter hereof.

2.2. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same Agreement.

2.3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, without giving effect to principles of conflict of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Spottswoode Winery, Inc.

By: Elizabeth N Mill
Elizabeth N. Milliken, President

AMERICAN AGCREDIT, ACA
Successor in interest to PACIFIC COAST FARM CREDIT SERVICES, ACA

By: C Brannigan
Connee Brannigan, Vice President

EXHIBIT A
TRADEMARKS

Word Mark Name:

Registration Number:

Lydenhurst
Spottswoode.
Spottswoode.

2181427
1563666
2176921