

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sam's Wine & Liquors, Inc.		11/26/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lasalle Bank National Association		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1633524	SAM'S	
Registration Number:	1573721	SAM'S	
Registration Number:	2797435	SAM'S	
Registration Number:	1679761	SAM'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)630-7388		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-368-4058		
<b>Email:</b>	thomas.ryan@dlapiper.com		
<b>Correspondent Name:</b>	Thomas W. Ryan		
<b>Address Line 1:</b>	P.O Box 64807		
<b>Address Line 2:</b>	DLA Piper Rudnick Gray Cary US LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	239674-179		
<b>NAME OF SUBMITTER:</b>	Thomas W. Ryan		

CH \$115.00 1633524

Signature:	//Thomas W. Ryan//
Date:	12/21/2005
<b>Total Attachments: 14</b> source=samswine#page1.tif source=samswine#page2.tif source=samswine#page3.tif source=samswine#page4.tif source=samswine#page5.tif source=samswine#page6.tif source=samswine#page7.tif source=samswine#page8.tif source=samswine#page9.tif source=samswine#page10.tif source=samswine#page11.tif source=samswine#page12.tif source=samswine#page13.tif source=samswine#page14.tif	

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (the "Agreement") made as of this 26th day of November, 2003, between SAM'S WINES & LIQUORS, INC., an Illinois corporation, having its principal office at 1720 North Marcey Street, Chicago, Illinois 60614 ("Company"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, with its mailing address at 120 South LaSalle Street, Chicago Illinois 60603 ("Lender").

**WITNESSETH:**

**WHEREAS**, the Company, Sam's Wines & Spirits NY, Inc. and 42<sup>nd</sup> Street Cheese Shop, Inc. (collectively, the "Borrowers") have entered into a Loan and Security Agreement dated as of even date (as at any time amended, modified or supplemented, the "Credit Agreement"), with Lender, pursuant to which Lender has agreed to make Revolving Loans (as defined in the Credit Agreement) to Borrowers (the Revolving Loans being hereinafter collectively referred to as the "Loans"), the proceeds of which are to be used for working capital and other corporate purposes of Borrowers as set forth in the Credit Agreement; and

**WHEREAS**, Lender has required as a condition, among other things, to the making of Loans to Borrowers under the Credit Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Credit Agreement), that the Company shall have executed and delivered this Agreement to Lender;

**NOW, THEREFORE**, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1. **Defined Terms.**

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Company hereby grants to Lender a security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Company's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Company's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether the Company is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of Lender under the Credit Agreement and the Loan Documents (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which the Company is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. **Restrictions on Future Agreements.** The Company will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Company further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this

Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of the Company's business.

4. **New Trademarks and Licenses.** The Company represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by the Company. If, prior to the termination of this Agreement, the Company shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and the Company shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2 above, or under this Section 4 (whether or not any such notice from the Company has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 above or this Section 4 and to take any action Lender otherwise deems appropriate to perfect or maintain the rights and interests of the Lender under this Agreement with respect to such Trademarks and Licenses.

5. **Royalties.** The Company hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be without any liability for royalties or other related charges from Lender to the Company or anyone.

6. **Nature and Continuation of Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated.

7. **Right to Inspect; Further Assignments and Security Interests.** Lender shall have the right, at any reasonable time and from time to time, to inspect and to examine the Company's books, records, and operations relating to the Trademarks, including, without limitation, the Company's quality control processes; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of the Company's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Credit Agreement and the Loan Documents, the Company agrees that Lender, or a conservator appointed by Lender, shall have the right to take any action to renew or to apply for registration of any Trademarks as Lender or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of Lender's rights hereunder. The Company agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Lender and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. **Duties of the Company.** The Company shall have the duty, to the extent necessary or desirable in the normal conduct of the Company's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as the Company deems appropriate, and (iii) to preserve and maintain all of the Company's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by the Company. The Company shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Company's business. The Company agrees to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings. Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Company and added to the Obligations secured hereby.

9. **Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit or take any such action, the Company shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. The Company shall, upon demand, promptly reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed with respect to the costs and expenses referred

to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. **Waivers.** No course of dealing between the Company and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Exercise of Rights and Remedies Upon Default.** Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, the Company acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Credit Agreement and the other Loan Documents with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of the Company's business.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney.** All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Company hereby irrevocably appoints Lender as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise to carry out the acts described below. Subject to the terms of the Credit Agreement and the other Loan Documents, the Company hereby authorizes Lender to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Lender deems is in its best

interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however that the Company shall not voluntarily assign its obligations hereunder without the prior written consent of Lender.

16. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Illinois, except for its choice of law provisions.

17. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.


18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**SAM'S WINES & LIQUORS, INC.**

By:   
Name: Darryl Rosen  
Title: President

Accepted and agreed to in Chicago, Illinois as of this 26th day of November, 2003.

**LASALLE BANK NATIONAL  
ASSOCIATION**

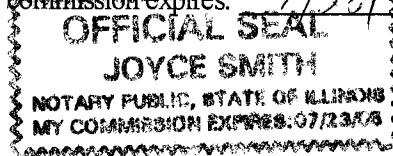
By: \_\_\_\_\_  
Name: John Kinzer  
Title: Commercial Banking Officer

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK)

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 26th day of November, 2003, by Darryl Rosen, personally known to me to be the President of Sam's Wines & Liquors, Inc., an Illinois corporation, on behalf of such corporation.

Joyce Smith  
Notary Public

My commission expires: 7/23/04



STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK)

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 26th day of November, 2003, by John Kinzer, personally known to me to be a Commercial Banking Officer of LaSalle Bank National Association, a national banking association, on behalf of such association.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

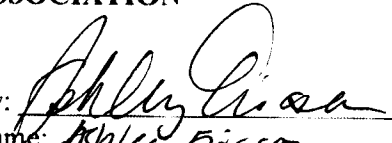
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the day and year first above written.

**SAM'S WINES & LIQUORS, INC.**

By: \_\_\_\_\_  
Name: Darryl Rosen  
Title: President

Accepted and agreed to in Chicago, Illinois as of this 26th day of November, 2003.

**LASALLE BANK NATIONAL  
ASSOCIATION**

By:   
Name: Ashley Ericson  
Title: Assistant Vice President

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

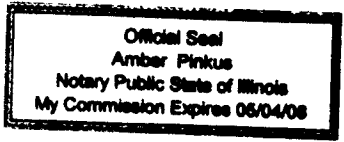
The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 26th day of November, 2003, by Darryl Rosen, personally known to me to be the President of Sam's Wines & Liquors, Inc., an Illinois corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF ~~COOK~~     )  
  *Lake*

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 21<sup>st</sup> day of October, 2005, by Ashley Ericson, personally known to me to be an Assistant Vice President of LaSalle Bank National Association, a national banking association, on behalf of such association.



*Ashley Ericson*  
\_\_\_\_\_  
Notary Public

My commission expires: 5-4-08

**SCHEDULE A**  
to Trademark Collateral Assignment and Security Agreement

**TRADEMARKS**

TM Rights (Grouped by mark) **SAM'S + Goods**

Print Date: 11/24/2003

Mark ID	Country	SAM'S (GRAPE DESIGN)	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
5006	Illinois		Sam's Wines & Liquors Inc.	64422	64422	Abandoned	100	Miscellaneous services, namely, retail wine, liquor and beverage store services, and wine tasting and party and catering services.
5400	United States		Sam's Wines & Liquors Inc.	73796636	1573721	Cancelled	Section 9 33	033/Wines, spirits and liqueurs, namely, wines and spirits, namely, <del>whiskey, gin and vodka</del>
5156	United States		Sam's Wines & Liquors Inc.	73796637	1633524	Registered	42	042/RETAIL WINE, LIQUOR AND BEVERAGE STORE SERVICES.
5322	Illinois		Sam's Wines & Liquors Inc.	64420	64420	Abandoned	47	Wines.
5099	Illinois		Sam's Wines & Liquors Inc.	64421	64421	Abandoned	48	Malt beverages, liquors, namely beer, malt beverages and liquors.

Mark ID	Country	SAM'S (WORD)	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
6808	United States		Sam's Wines & Liquors Inc.	78018071	2797435	Pending <i>Registered</i> 12/23/03	35	Computerized on-line ordering services in the field of caviars, cigars, condiment accessories, pastas, wine accessories, salami, oils, vinegars, cheese, breads, bread sticks, beer, liquors, wine, non-alcoholic beverages, and gourmet foods, namely, arbecuina, duck foie gras, Bearnaise Sauce, black cerignola, black olives with herbes de provence, black tracc, blue chccsc stuffed olives, calissons de provence, capers in salt, celebe (sulawesi) kalossi, devon cream, horseradish and relish, orange flower water, rose water, sea salt, sidamo, greek olives, fleur de sel de amargus, anchovy mustard, fusion verjus, gacta, white asparagus, mint sauce, vanilla beans, vanilla extract, ginger sauce, peanut sauce, spicy sweat and sour sauce, tamarind sauce, green cerignola, green peppercorns in brine, kalamata olives, creme fraiche, blue cheese, tarragon, cookies, chocolate liqueur cups, crystallized ginger, ginger chews, ginger lemon & lime marmalade, lavender honey, figs in rose wine, poached peaches, poached pears, caramels, jelly, and chocolates.
4867	United States		Sam's Wines & Liquors Inc.	74173077	1679761	Registered	42	042/retail wine, liquor, and beverage store services.

**TM Rights (Grouped by mark) - Status - Goods**

Report Date: 11/24/2003 Page: 1

Mark ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
5156	United States	Sam's Wines & Liquors Inc.	73/796637	1633524	Registered	42	042/RETAIL WINE, LIQUOR AND BEVERAGE STORE SERVICES.

Mark ID	Country	Reg. Owner	App. #	Reg. #	Status	Classes	Goods & Services
4867	United States	Sam's Wines & Liquors Inc.	74173077	1679761	Registered	42	042/retail wine, liquor, and beverage store services.
6808	United States	Sam's Wines & Liquors Inc.	78/018071	2797455	Pending <i>Registered</i> <i>12/23/03</i>	35	Computerized on-line ordering services in the field of caviars, cigars, condiment accessories, pastas, wine accessories, salami, oils, vinegars, cheese, breads, bread sticks, beer, liquors, wine, non-alcoholic beverages, and gourmet foods, namely, arbequina, duck foie gras, Bearnaise Sauce, black cerignola, black olives with herbes de provence, black treade, blue cheese stuffed olives, callissons de provence, capers in salt, celebe (sulawesi) kalossi, devon cream, horseradish and relish, orange flower water, rose water, sea salt, sidamo, greek olives, fleur de sel de amargue, anchovy mustard, fusion verjus, gaeta, white asparagus, mint sauce, vanilla beans, vanilla extract, ginger sauce, peanut sauce, spicy sweat and sour sauce, tamarind sauce, green cerignola, green peppercorns in brine, kalamata olives, creme fraiche, blue cheese, tarragon, cookies, chocolate liqueur cups, crystallized ginger, ginger chews, ginger lemon & lime marmalade, lavender honey, figs in rose wine, poached peaches, poached pears, caramels, jelly, and chocolates.

**SCHEDULE B**  
to Trademark Collateral Assignment and Security Agreement

**LICENSES**

None.