### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The CIT Group/Credit Finance, Inc.		06/30/2005	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Guenoc Winery, Inc.
Street Address:	21000 Butts Canyon Road
City:	Middletown
State/Country:	CALIFORNIA
Postal Code:	95461
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1838061	DOMAINE BRETON
Registration Number:	1846911	GUENOC

#### **CORRESPONDENCE DATA**

Fax Number: (415)954-4480

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415/954-4400

Email: dmarangio@fbm.com

Correspondent Name: David E. Stoll

Address Line 1: 235 Montgomery Street

Address Line 2: 30th Floor

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	19124 RELEASE OF ASSIGNMT	
NAME OF SUBMITTER:	David E. Stoll	
Signature:	/david e. stoll/	
	TRADEMARK	

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Date:	01/30/2006
Total Attachments: 3 source=CITrelease#page1.tif	
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## RELEASE OF TRADEMARK SECURITY AGREEMENT

**RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2005, made by The CIT Group/Business Credit, Inc., successor by merger to The CIT Group/Credit Finance, Inc. ("CIT"), with offices located at 300 South Grand Avenue, Los Angeles, California 90071.

WHEREAS, CIT and Guenoc Winery, Inc. (the "Borrower") are parties to a certain Loan and Security Agreement dated as of August 21, 1995 (the "Loan and Security Agreement"), pursuant to which CIT made certain loans and other financial accommodations (the "Loans") to the Borrower.

WHEREAS, as partial security for the Borrower's Obligations, as that term is used herein and is defined in the Loan and Security Agreement, the Borrower has executed a certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of August 21, 1995, pursuant to which the Borrower granted a security interest in and to the Collateral listed on Schedule A attached hereto, as those terms are used herein and are defined in the Trademark Security Agreement;

**WHEREAS**, the Trademark Security Agreement and a trademark recordation form were filed in the United States Patent and Trademark Office on September 5, 1995 at Reel/Frame 1386/0004;

WHEREAS, the Obligations have been fully satisfied and, therefore, the Borrower has requested that CIT release its security interest in the Collateral listed on Schedule A attached hereto and reassign the same to Borrower.

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

- 1. CIT hereby releases its security interest in CIT's rights, title and interest, in and to the Collateral listed on Schedule A attached hereto, as such rights, title and interest are granted in the Trademark Security Agreement.
- 2. CIT hereby resigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by CIT, all of CIT's rights, title and interest, in and to the Collateral, as such rights, title and interest are granted in the Trademark Security Agreement.

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

THE CIT GROUP/BUSINESS CREDIT, INC.,

Name: Jeannette Behm

Title: Vice President

#### **ACKNOWLEDGMENT**

STATE OF CALIFORNIA

**COUNTY OF LOS ANGELES** 

n //// 5 ,2005, before me, 054

Notary Public, personally appeared <u>Jeannette Behm</u>.

/X/ personally known to me or

/\_\_/ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/and subscribed to the within instrument and acknowledged to me that Ne/she/they executed the same is Nis/her/their authorized capacity(ites), and that by Nis/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

ROSA D. ROUSE
Commission # 1420151
Notary Public - California
Los Angéles County
My Comm. Expires Jun 22, 2007

WITNESS my hand and official seal

Notary Public

My commission expires:

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# SCHEDULE A

# to Release of Trademark Security Agreement

# Trademarks/Service Marks

Trademark/ Service Mark	Application No./ Registration No.	Filed/ <u>Registered</u>
GUENOC	74424573/1846911	08/16/1993 07/26/1994
DOMAINE BRETON	74424574/1838061	08/16/1993 05/31/1994

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**TRADEMARK REEL: 003236 FRAME: 0773** 

**RECORDED: 01/30/2006**