# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comerica Bank, successor in interest to Comerica Bank - California		107/31/2006 1	LIMITED LIABILITY COMPANY:

#### **RECEIVING PARTY DATA**

Name:	Bonny Doon Winery, Inc.
Street Address:	10 Pine Flat Road
City:	Santa Cruz
State/Country:	CALIFORNIA
Postal Code:	95060
Entity Type:	CORPORATION: CALIFORNIA

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78221464	CARDINAL ZIN
Registration Number:	2922614	BIG HOUSE RED
Registration Number:	2912710	BIG HOUSE WHITE
Registration Number:	2817343	BEASTLY OLD VINES

#### **CORRESPONDENCE DATA**

Fax Number: (415)229-1001

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

Email:sfdocket@klng.comCorrespondent Name:Kathryn M. Wheble

Address Line 1: Four Embarcadero Center

Address Line 2: 10th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 1103525.008

TRADEMARK REEL: 003362 FRAME: 0638

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NAME OF SUBMITTER:	Kathryn M. Wheble
Signature:	/KMS/
Date:	08/04/2006
Total Attachments: 5 source=Comerica interest release TWG#page1.tif source=Comerica interest release TWG#page2.tif source=Comerica interest release TWG#page3.tif source=Comerica interest release TWG#page4.tif source=Comerica interest release TWG#page5.tif	

TRADEMARK REEL: 003362 FRAME: 0639

#### PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of July 31, 2006 (this "Partial Release"), is made by Comerica Bank, successor in interest to Comerica Bank – California (the "Bank"), with respect to that certain Intellectual Property Security Agreement dated as of as of October 9, 1998, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 2867, Frame 0480 (the "Security Agreement"), between Bonny Doon Winery, Inc., a California corporation (the "Grantor"), and Bank.

#### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, Grantor assigned and granted to Bank a security interest in and to all of Grantor's right, title and interest in and to certain intellectual property of Grantor (the "IP Collateral"), including without limitation the specific trademarks and trademark applications set forth on Exhibit A attached hereto (the "Marks"), and the goodwill associated therewith. Bank has not assigned its security interest in IP Collateral to any third party.

WHEREAS, Bank wishes to release, retransfer and reassign to Grantor, without representation or warranty, all of Bank's right, title and interest in and to certain of the IP Collateral, including the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Bank agrees as follows:

- 1. Bank does hereby unconditionally and expressly release and fully discharge any and all right, title and interest in and to any and all liens, security interests and/or other rights it may have upon the following IP Collateral: (a) the Marks and the goodwill associated therewith and all causes of action for past infringement, if any; (b) the thirty-one (31) images attached hereto as Exhibit 2.1(a), and the goodwill associated therewith; and (c) Grantor's trademark, Big House White (Reg. No. 2,912,710, registered December 21, 2004, but not specifically referenced in the Security Agreement) and the goodwill associated therewith and all causes of action for past infringement, if any (collectively, the "Released IP Collateral").
- 2. Bank agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released IP Collateral under the Security Agreement.
- 3. Bank hereby consents to the discharge of record of its lien on, and security interest in and to, the Released IP Collateral. Bank consents to the recordation and/or filing by Grantor or its representatives of this Agreement against the Released IP Collateral with the United States Patent and Trademark Office, the applicable Uniform Commercial Code filing office, or any other agency or entity necessary to evidence the termination and release of liens on, and security interests in and to, the Released IP Collateral.

TRADEMARK<sup>A-113948</sup> REEL: 003362 FRAME: 0640 4. Except as specifically provided herein, nothing herein contained shall in any way affect, alter or diminish the lien or encumbrance of the Security Agreement on the remaining portion of the IP Collateral, and nothing herein contained shall alter the terms of the Security Agreement, which remains in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Bank has executed this Partial Release of Security Interest in Trademarks as of July 31, 2006.

COMERICA BANK, successor in interest to

Comerica Bank - California

By: Reed Geisreiter

First Vice President – Western Market

### ACKNOWLEDGEMENT

STATE OF CALIFORNIA	)		
COUNTY OF Santa Cruz	) )		
On July <u>28</u> , 2006, befo	ore me,	Mort	, a Notary Public,
personally appeared REED GEIS	SREITER, person	ally known to me (or p	proved to me on the
basis of satisfactory evidence) to	be the person <del>(s)</del> w	hose name <del>(s)</del> is/ <del>are</del> su	bscribed to the within
instrument and acknowledged to	me that he/ <del>she/they</del>	executed the same in	his/ <del>her/the</del> ir
authorized capacity(ies), and that	•	, , ,	-
the entity upon behalf of which the	ne person( <del>s)</del> acted,	executed the instrume	nt.
WITNESS my hand and o	official seal		
WITHESS my hand and C	miciai scai.		DARA MORT
110			Commission # 1546447
Mullet	-		Santa Cruz County
Signature MWWWW	•	My	Comm. Expires Jan 22, 2009

Signature \_\_\_

# EXHIBIT A

## Marks

Trademark	Ser. No./Reg. No./Filing or Reg. Date	Status
Big House Red	2,922,614 February 1, 2005	Registered
Cardinal Zin (and design)	78/221,464 March 4, 2003	Pending
Beastly Old Vines (and design)	2,817,343 February 24, 2004	Registered

RECORDED: 08/04/2006