

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		04/20/2007	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chalone Incorporated		
<b>Street Address:</b>	240 Gateway Road West		
<b>City:</b>	Napa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94558		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1247281	A	
Registration Number:	1343154	CHALONE VINEYARD	
Registration Number:	1047826	CHALONE VINEYARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Francesca E. Crisera, Esq.		
<b>Address Line 1:</b>	One Maritime Plaza, Suite 300		
<b>Address Line 2:</b>	Squire, Sanders & Dempsey, L.L.P.		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3492		
<b>ATTORNEY DOCKET NUMBER:</b>	036538.172		
<b>NAME OF SUBMITTER:</b>	Francesca Crisera		

CH \$90.00 1247281

Signature:	/francesca crisera/
Date:	06/05/2007
<b>Total Attachments: 8</b> source=36538-172_Wells Fargo Release#page1.tif source=36538-172_Wells Fargo Release#page2.tif source=36538-172_Wells Fargo Release#page3.tif source=36538-172_Wells Fargo Release#page4.tif source=36538-172_Wells Fargo Release#page5.tif source=36538-172_Wells Fargo Release#page6.tif source=36538-172_Wells Fargo Release#page7.tif source=36538-172_Wells Fargo Release#page8.tif	

Recording Requested By,  
And After Recording, Return To:  
Squire, Sanders & Dempsey L.L.P.  
One Maritime Plaza, Suite 300  
San Francisco, CA 94111-3492  
Loan No. 1372320009

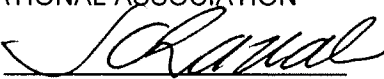
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RELEASE OF TRADEMARK MORTGAGE AGREEMENT

FOR VALUE RECEIVED, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") hereby releases to CHALONE INCORPORATED, a California corporation, without recourse or warranty, any and all right and interest of Bank in and to that certain Trademark Mortgage Agreement dated as of March 29, 1991, executed by CHALONE INCORPORATED, a California corporation, as Debtor, in favor of Bank, which Trademark Mortgage Agreement was recorded on April 15, 1991, in Reel 0785, at Frame 001, of the Official Records of the United States Patent and Trademark Office.

Date: April 20, 2007

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
J.C. Raval  
Assistant Vice President

OBTAIN NOTARY ACKNOWLEDGMENT

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C-507\_CA.DOC (Rev. 04/05)

**TRADEMARK**  
**REEL: 003554 FRAME: 0910**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

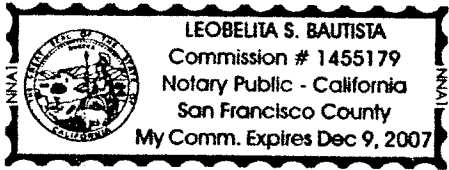
County of SAN FRANCISCO

On 04/20/07 before me, Leobelita S. Bautista, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared J.C. Raval  
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)



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

WITNESS my hand and official seal.

Place Notary Seal Above

*Leobelita S. Bautista*

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Release of Trademark Mortgage Agreement

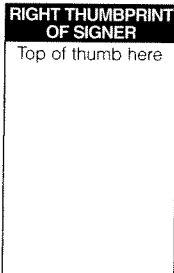
Document Date: 04/20/07 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: J.C. Raval

- Individual
- Corporate Officer — Title(s): AVP
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

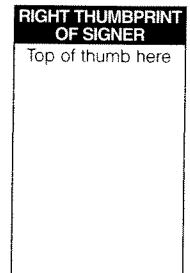


Signer Is Representing: \_\_\_\_\_

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**TRADEMARK MORTGAGE AGREEMENT**

**THIS AGREEMENT is executed as of March 29, 1991, by and between CHALONE INCORPORATED a California corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").**

**RECITALS**

**WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including that certain Continuing Security Agreement; Rights to Payment and Inventory dated as of March 20, 1989, covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and**

**WHEREAS, Debtor wishes to further clarify and declare its rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent Office (the "Patent Office") and elsewhere.**

**NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor hereby agrees as follows:**

**1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, assigns, mortgages and transfers to Bank a continuing security interest, subject to no other security interest, mortgage, lien, encumbrance or adverse claim, of any nature whatsoever, in and to Debtor's entire right, title and interest in and to the following described property interests and rights (hereinafter individually and collectively called the "Property"):**

**(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now or at any time hereafter has an interest; and**

**(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.**

**The Property shall include without limitation: (i) all trade names, trademarks and service marks described in Exhibit A attached hereto, and (ii) all renewals and/or extensions of any of Debtor's trademarks now existing or hereafter acquired. The trademark rights assigned to Bank as security hereunder shall be held by Bank for the full term for which said trademarks are**

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granted, and for the term or terms of each and every extension thereof, as fully as the same would have been held by Debtor if this Agreement had not been executed, subject to Bank's obligation to release Bank's security interest in the Property upon satisfaction in full of all obligations of Borrower to Bank secured thereby.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including without limitation, that certain Credit Agreement between Debtor and Bank dated as of March 29, 1991, and all amendments thereto (the "Credit Agreement").

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts and things which may be necessary or which Bank deems necessary or appropriate to perfect and vest in favor of Bank a valid security interest of first priority in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the Patent Office a Trademark Mortgage Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Agreement shall describe (with such particularity as may be required by the Patent Office or other governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest.

4. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the trade names, trademarks and service marks listed on Exhibit A hereto represent all of the trade names, trademarks and service marks, and applications therefor, in which Debtor has any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

5. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy

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its rights and interests hereunder to the fullest extent. Such cooperation shall include without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specification, declarations or other papers that may be necessary or which Bank may deem necessary or appropriate for prosecuting any trademark applications or applications for the reissuance of any trademark in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such trademarks or trademark applications; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any trademark or trademark application in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

6. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against any claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, trade name, trademark or service mark infringement suits that may be brought against Bank.

7. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Credit Agreement and/or in any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Credit Agreement and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

8. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and

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remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

9. Successors; Assigns. This Agreement shall inure to the benefit of Bank and its successors and assigns, and shall be binding upon Debtor and Bank and their respective successors, assigns and legal representatives.

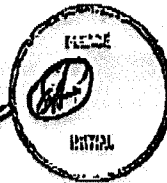
10. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

11. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed as of the day and year first above written.

CHALONE INCORPORATED

By: [Signature]  
William B. Hamilton  
Chief Financial Officer / EV



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## EXHIBIT A

## TO CHALONE INCORPORATED TRADEMARK MORTGAGE AGREEMENT

Dated March 29, 1991

<u>U.S. Trademark Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>
1,247,281	A & Design	August 2, 1983
1,384,583	CARMENET	February 25, 1986
1,385,392	CARMENET & Design	March 4, 1986
1,343,154	CHALONE VINEYARD	June 18, 1985
1,047,826	CHALONE VINEYARD	September 7, 1976

<u>California Trademark Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>
64631	ACACIA	October 6, 1981
72598	CARMENET	March 25, 1984
72596	CARMENET & Design	March 23, 1984
54121	CHALONE VINEYARD	February 23, 1976
74954	GAVILAN	November 1, 1984

/mk/chalone, tm (ft)

FRANCIS WASH

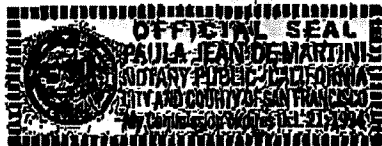
RECEIVED

ACKNOWLEDGMENT

State of California )  
County of SAN FRANCISCO ) SS.

On this 8 day of April, 1991, before me, the undersigned, a duly commissioned Notary Public in and for said County and State, personally appeared WILLIAM L. HAMILTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the CHIEF FINANCIAL OFFICER of the Corporation described and that executed the within and foregoing Trademark Mortgage Agreement, and also known to me to be the person who executed said Trademark Mortgage Agreement on behalf of said Corporation, and acknowledged to me that such Corporation executed the foregoing Trademark Mortgage Agreement pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



*Paula Jean De Martini*  
Notary Public in and for the  
State of California

/sk/chalone.tn(ft)

RECORDED  
PATENT AND TRADEMARK  
OFFICE

APR 15 1991

FILED  
APR 15 1991  
S.F. COUNTY