

## 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
Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank International", New York Branch, as Internal		01/18/2008	U.S. Branch of foreign bank: NEW YORK
RECEIVING PARTY DATA			
Name:	The Wine Group LLC		
Street Address:	4596 S. Tracy Boulevard		
City:	Tracy		
State/Country:	CALIFORNIA		
Postal Code:	95377		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3358182	J.SUTTON	
CORRESPONDENCE DATA			
Fax Number:	(415)765-6094		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(415)434-1600		
Email:	aolson@howardrice.com, kfrank@howardrice.com, trademarks@howardrice.com		
Correspondent Name:	Howard, Rice, Nemerovski, Canady et al		
Address Line 1:	Three Embarcadero Center, Seventh Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	40259.303		
NAME OF SUBMITTER:	Karen S. Frank		

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TRADEMARK  
REEL: 003703 FRAME: 0304

Signature:	/KSF-amm/
Date:	01/24/2008
Total Attachments: 2 source=jsutton_01242008_121928PM#page1.tif source=jsutton_01242008_121928PM#page2.tif	

## RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release"), dated January \_\_, 2008, is made by Cooperatieve Centrale Raiffeisen – Boerenleenbank B.A., "Rabobank International", New York Branch ("Rabobank") (as assignee of JPMorgan Chase Bank), as collateral agent for the benefit of the Secured Creditors referenced in the Security Agreement described below (the "Collateral Agent"), under that certain Amended and Restated Security Agreement, dated as of June 26, 2006 (the "Security Agreement"), by and among The Wine Group, Inc., a California corporation ("TWG Inc."), The Wine Group LLC, a Delaware limited liability company (the "Company", and together with TWG Inc., the "Co-Issuers"), each of the direct and indirect Subsidiaries (as defined in the Security Agreement) of the Co-Issuers that are a party to the Security Agreement (each of such Subsidiaries being a "Subsidiary Grantor" and collectively the "Subsidiary Grantors") and each Additional Grantor (as defined in the Security Agreement) that may become a party thereto in accordance with the provisions of the Security Agreement (each Co-Issuer, each Subsidiary Grantor, and each Additional Grantor being a "Grantor" and collectively the "Grantors"), and the Collateral Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantors have assigned and granted to the Collateral Agent, a security interest in and to all of the Grantors' right, title and interest in and to, among other things, the Intellectual Property Collateral (as defined in the Security Agreement) of the Grantors, including, without limitation, the J. SUTTON trademark (U.S. Reg. No. 3,358,182) owned by the Company (the "Mark"); and

WHEREAS, the Collateral Agent has agreed to release, retransfer and reassign to the Company, without representation or warranty, all of the Collateral Agent's right, title and interest in and to the Mark and the goodwill associated therewith.

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

1. The Collateral Agent does hereby unconditionally release and fully discharge any and all right, title and interest in and to and any and all liens, security interests and/or other rights it may have upon the Mark, and reconveys to the Company all of the Collateral Agent's right, title and interest in and to the Mark, including, without limitation, the goodwill associated therewith and all causes of action for past infringement, if any, all without representation or warranty of any kind.
2. The Collateral Agent hereby consents to the discharge of record of its lien on, and security interest in and to, the Mark. The Collateral Agent consents to the recordation and/or filing by the Company or its representatives of this Release against the Mark with the United States Patent and Trademark Office, the applicable Uniform Commercial Code filing office (if necessary), or any other agency or entity necessary to evidence the termination and release of liens on, and security interests in and to, the Mark.

3. 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 Collateral (as defined in the Security Agreement). Except as set forth in this Release, the terms and provisions of the Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of January 18, 2008.

COOPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK B.A.,  
“RABOBANK INTERNATIONAL”, NEW YORK BRANCH, as the Collateral Agent

By: \_\_\_\_\_

Name: Nader Pasdar  
Title: Executive Director

By: \_\_\_\_\_

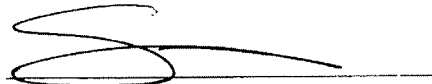
Name: Rebecca O. Morrow  
Title: Executive Director

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

On JANUARY 18, 2008, before me, SHANNON L. SMITH, a Notary Public, personally appeared REBECCA O. MORROW and NADER PASDAR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



SHANNON SMITH

Notary Public, State of New York

No. #01SM6176783

Qualified in New York County

My Commission Expires Nov 05, 2011