

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 1241/0352

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMAC Commercial Finance LLC (successor by merger to GMAC Commercial Credit LLC [formerly known as BNY Factoring, LLC, successor by merger to BNY Financial Corporation itself as successor to Bank of New York Commercial Corporation, The])		12/18/2003	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Chatham Imports, Inc.
Street Address:	245 Fifth Avenue, Suite 1402
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1601277	CASTANEDA
Registration Number:	1264433	CHATHAM
Registration Number:	1754598	CHATEAU ST. CYR
Registration Number:	1763788	CRAFT BREWED NO PRESERVATIVES
Registration Number:	977853	CROWN STERLING
Registration Number:	1593333	
Registration Number:	1613171	
Registration Number:	1844630	
Registration Number:	1729719	FORO
Registration Number:	961052	GIAN PAOLO

CH \$440.00 1601277

Registration Number:	1863303	LA MONICA
Registration Number:	1510361	NEW AMSTERDAM
Registration Number:	1784346	NEW AMSTERDAM
Registration Number:	670001	ROMANOFF
Registration Number:	968810	SAMBUCA DI TREVÌ
Registration Number:	1759225	SANTA MARINA
Registration Number:	1372910	SCOTTISH DEW

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: JONES DAY
Address Line 1: 222 EAST 41ST STREET
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Stephen F. Kampmeier
Signature:	/Stephen F. Kampmeier/
Date:	04/17/2008

Total Attachments: 13
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GMAC
Commercial
Finance

December 18, 2003

Peerless Importers Inc.
16 Bridgewater Street
Brooklyn, New York 11222

Brescome Barton Inc.
79 Defco Park Road
North Haven, Connecticut 06473

Chatham Imports, Inc.
257 Park Avenue South, 6th Floor
New York, New York 10010

Re: Payoff Arrangements

Ladies and Gentlemen:

Reference is made to the Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of December 23, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Peerless Importers Inc. ("Importers"), Brescome Barton Inc. ("Brescome"), Chatham Imports, Inc. ("Chatham"), and together with Importers and Brescome, the "Borrowers", the financial institutions from time to time party thereto (the "Lenders") and GMAC Commercial Credit LLC (formerly known as NY Factoring, LLC, successor by merger to BNY Financial Corporation), as administrative agent (the "Agent"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

The Borrowers hereby inform the Lenders and the Agent that on December 18, 2003 (the "Payoff Date"), the Borrowers will (i) cause all indebtedness of the Borrowers owed to the Lenders and all other Obligations owing under the Credit Agreement and the Other Documents, including, without limitation, all principal, accrued interest, expenses and fees outstanding under the Credit Agreement and the Other Documents, to be repaid in full, and (ii) permanently terminate the Credit Agreement and the Other Documents. In the event the Agent identifies any unpaid expenses subsequent to termination of the Credit Agreement, Borrowers agree to reimburse the Agent for such expenses in an amount not to exceed REDACTED subject to receipt of reasonable supporting documentation.

100 Avenue of the Americas
New York, NY 10104

TRADEMARK
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The Lenders and the Agent hereby certify and agree that the amount of all Obligations, including, without limitation, all principal, all accrued and unpaid interest thereon and fees and expenses owing by the Borrowers under the Credit Agreement to the Lenders as of December 18, 2003 **REDACTED** more fully described on Schedule 1 hereto (the "Payable Amount"). No Letters of Credit are outstanding under the Credit Agreement.

In consideration of the foregoing and for other good and valuable consideration, the parties hereto agree as follows:

1. Releases.

(a) The Lenders hereby (i) release, discharge and acquit the Borrowers, the Guarantors, Erie and Mohawk from: (A) the Obligations owing to the Agent and the Lenders under the Credit Agreement and the Other Documents, all of which documents are hereby terminated, cancelled and of no further force and effect and (B) payment and performance of all obligations, liabilities and indebtedness to the Agent and the Lenders of every kind, nature and description, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, however acquired, arising under or in connection with the Credit Agreement and the Other Documents and held by or owed to the Agent or any of the Lenders (other than those Obligations the terms of which specifically survive termination of the Credit Agreement) and (ii) terminate and release any and all security interests in, liens upon, rights of setoff against and pledges of all properties and assets, including, without limitation, all Collateral, of the Borrowers, the Guarantors, Erie and Mohawk heretofore granted, pledged, assigned to, or otherwise claimed by, the Agent or any Lender, whether personal, real or mixed, tangible or intangible, as collateral security for the Obligations evidenced by, or otherwise in connection with, the Credit Agreement and the Other Documents.

(b) The Borrowers, the Guarantors, Erie and Mohawk, for and in consideration of the release above, do hereby release, discharge and acquit the Agent and each of the Lenders, and their respective officers, directors, agents and employees and their respective successors and assigns, from all obligations to the Borrowers, the Guarantors, Erie and Mohawk (and each of their successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that the Borrowers, the Guarantors, Erie or Mohawk at any time had or have, now or in the future, against the Agent or the Lenders and their respective officers, directors, agents or employees and their respective successors and assigns, arising out of the Credit Agreement and the Other Documents or any transactions thereunder.

2. Delivery of Documents. The Lenders and the Agent agree to deliver to the Borrowers, upon the effectiveness hereof, the originals of all Notes, if any, and other instruments previously executed or pledged and delivered to the Lenders or the Agent by the Borrowers, any Guarantor, Erie or Mohawk to evidence the Obligations of the Borrowers, the Guarantors, Erie and Mohawk to the Lenders under the Loan Documents, in each case duly marked "paid in full" or "cancelled" as may be appropriate.

3. Delivery of Pledged Collateral. The Agent and the Lenders agree to deliver to the Borrowers, upon the effectiveness hereof, all original stock certificates and executed assignments, in blank, if any, related thereto previously delivered to the Agent or any Lender by any Borrower, any Guarantor, Erie or Mohawk.

4. Further Assurances. The Lenders and the Agent further agree to furnish to the Borrowers any additional releases and/or termination statements and such other and further documents, instruments and agreements as may be requested by the Borrowers, in order to effect and evidence more fully the matters covered hereby. Further, each of the Lenders authorizes each of the Agent, any predecessor agent under the Credit Agreement and the Borrowers to prepare and file such UCC-3 termination statements or other documents as the Agent, any predecessor agent under the Credit Agreement, or any of the Borrowers may reasonably deem necessary or desirable in connection with the termination of the security interests granted to the Agent and the Lenders under the Credit Agreement, without the signature of such Lenders, to the extent permitted by law.

5. Payment Information. The Agent and the Lenders hereby instruct the Borrowers to pay or cause to be paid the Payoff Amount, as more fully described on Schedule 1 hereto, to the Agent for the benefit of each Lender by wire transfer to the following account in accordance with the following wire transfer instructions:

GMAC Commercial Credit LLC
Bank: Bank One, Michigan
Detroit, MI
ABA #: 072000326
Account #: 3613249-84
Final Credit to: Peerless Importers, Inc.
Telephone Notify: Tameka Ward
(248) 263-6219

64

6. Conditions Precedent. It is a condition precedent to the effectiveness hereof that the Agent shall have received in cash in immediately available funds for its account and the account of the Lenders the Payoff Amount, as more fully described on Schedule 1 hereto.

7. Severability. If any provision of this letter agreement or the application thereof to any party or any circumstance is held invalid or unenforceable, the remainder of this letter agreement and the application of such provision to any other party and any other circumstances will not be affected thereby, the provisions of this letter agreement being severable in any such instance.

8. Governing Law. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York.

9. Counterparts. This letter agreement may be executed in any number of counterparts each of which shall be deemed to be an original hereof and admissible into evidence and all of which together shall be deemed to be a single instrument. A facsimile or other

electronically transmitted copy of this letter agreement shall have the same force and effect as an original hereof personally delivered to the intended recipient.


[Signatures on following page]

Your signature below shall evidence your agreement with the foregoing.

VERY TRULY YOURS,

AGENT

**GMAC COMMERCIAL FINANCE LLC,
(successor by merger to GMAC Commercial
Credit, LLC)
as administrative agent**

By: 
Name: David Duffy
Title: Senior Vice President

Lenders

**JPMORGAN CHASE BANK (formerly The
Chase Manhattan Bank), as Lender and as
documentation agent**

By: _____
Name: _____
Title: _____

**FLEET CAPITAL CORPORATION (as
assignee of Fleet National Bank), as Lender**

By: _____
Name: _____
Title: _____

**CITIBANK, N.A. (as successor by merger to
EUROPEAN AMERICAN BANK), as
Lender**

By: _____
Name: _____
Title: _____

Your signature below shall evidence your agreement with the foregoing.

VERY TRULY YOURS,

Agent

**GMAC COMMERCIAL FINANCE LLC
(successor by merger to GMAC Commercial
Credit LLC)**

By: _____
Name: _____
Title: _____

Lenders

**JPMORGAN CHASE BANK (formerly The
Chase Manhattan Bank), as Lender and as
documentation agent**

By: Christopher L. Murtha
Name: CHRISTOPHER L. MURTHA
Title: VICE PRESIDENT

**FLEET CAPITAL CORPORATION (as
assignee of Fleet National Bank), as Lender**

By: _____
Name: _____
Title: _____

**CITIBANK, N.A. (as successor by merger to
EUROPEAN AMERICAN BANK), as
Lender**

By: _____
Name: _____
Title: _____

Your signature below shall evidence your agreement with the foregoing.

VERY TRULY YOURS,

Agent

GMAC COMMERCIAL FINANCE LLC
(successor by merger to GMAC Commercial
Credit LLC)

By: _____
Name: _____
Title: _____

Lenders

**JPMORGAN CHASE BANK (formerly The
Chase Manhattan Bank), as Lender and as
documentation agent**

By: _____
Name: _____
Title: _____

**FLEET CAPITAL CORPORATION (as
assignee of Fleet National Bank), as Lender**

By: Deirdre Sikora
Name: Deirdre Sikora
Title: Vice President

**CITIBANK, N.A. (as successor by merger to
EUROPEAN AMERICAN BANK), as
Lender**

By: _____
Name: _____
Title: _____

Your signature below shall evidence your agreement with the foregoing.

VERY TRULY YOURS,

Agent

GMAC COMMERCIAL FINANCE LLC
(successor by merger to GMAC Commercial
Credit LLC)

By: _____
Name: _____
Title: _____

Lenders

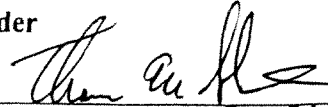
JPMORGAN CHASE BANK (formerly The
Chase Manhattan Bank), as Lender and as
documentation agent

By: _____
Name: _____
Title: _____

FLEET CAPITAL CORPORATION (as
assignee of Fleet National Bank), as Lender

By: _____
Name: _____
Title: _____

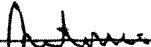
CITIBANK, N.A. (as successor by merger to
EUROPEAN AMERICAN BANK), as
Lender

By: 
Name: Thomas M. Shinnick
Title: Vice President

Accepted and Agreed by:

Borrowers

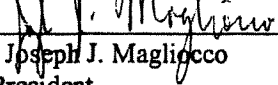
PEERLESS IMPORTERS INC.

By: 
Name: Antonio Magliocco, Jr.
Title: President

BRESCOME BARTON INC.

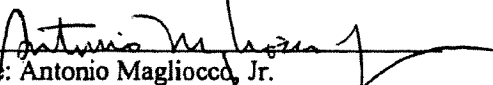
By: _____
Name: Robert A. Sussler
Title: Treasurer

CHATHAM IMPORTS, INC.

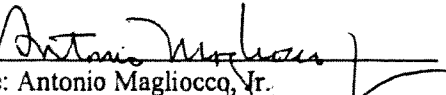
By: 
Name: Joseph J. Magliocco
Title: President

Guarantors

QUAKER EQUITIES LTD.

By: 
Name: Antonio Magliocco, Jr.
Title: Vice President

181 LAWRENCE AVENUE REALTY CORP.

By: 
Name: Antonio Magliocco, Jr.
Title: President

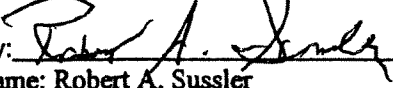
Accepted and Agreed by:

Borrowers

PEERLESS IMPORTERS INC.

By: _____
Name: Antonio Magliocco, Jr.
Title: President

BRESCOME BARTON INC.

By:  _____
Name: Robert A. Sussler
Title: Treasurer

CHATHAM IMPORTS, INC.

By: _____
Name: Joseph J. Magliocco
Title: President

Guarantors

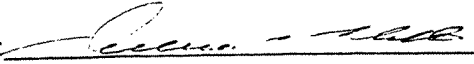
QUAKER EQUITIES LTD.

By: _____
Name: Antonio Magliocco, Jr.
Title: Vice President

181 LAWRENCE AVENUE REALTY CORP.

By: _____
Name: Antonio Magliocco, Jr.
Title: President

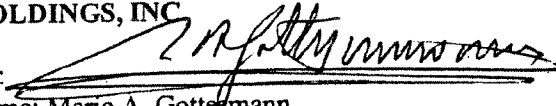
100-120 APOLLO STREET LLC

By: 
Name: Terrence A. Arlotta
Title: Manager, Vice President and Treasurer

GFY BEVERAGES COMPANY

By: _____
Name: Flora Durante
Title: President

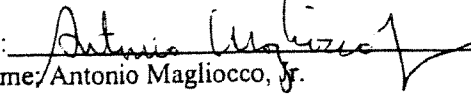
PARK AVENUE REAL ESTATE
HOLDINGS, INC

By: 
Name: Mario A. Gottesmann
Title: President

BRIDGEWATER MERCHANDISING
CONCEPTS, INC.

By: _____
Name: Joanne Renne
Title: President

LITTLE QUAKER CORP.

By: 
Name: Antonio Magliocco, Jr.
Title: Vice President

100-120 APOLLO STREET LLC

By: _____
Name: Terrence A. Arlotta
Title: Manager, Vice President and Treasurer

GFY BEVERAGES COMPANY

By: Flora Durante
Name: Flora Durante
Title: President

PARK AVENUE REAL ESTATE
HOLDINGS, INC.

By: _____
Name: Mario A. Gottesmann
Title: President

BRIDGEWATER MERCHANDISING
CONCEPTS, INC.

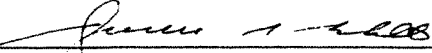
By: Joanne Renne
Name: Joanne Renne
Title: President

LITTLE QUAKER CORP.

By: _____
Name: Antonio Magliocco, Jr.
Title: Vice President

Other Affiliates of the Borrowers


PEERLESS-ERIE, INC.

By: 

Name: Terrence A. Arlotta

Title: President and Treasurer

PEERLESS-MOHAWK, INC.

By: 

Name: Terrence A. Arlotta

Title: President and Treasurer