## 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
Wells Fargo Bank, National Association		107/03/2008	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Click Wine Group, Inc.
Doing Business As:	DBA Click Wine Group
Street Address:	808 Howell Street
Internal Address:	5th Floor
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	CORPORATION: WASHINGTON

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78902509	HOMEGROWN
Serial Number:	76654183	CLEAN SLATE
Serial Number:	77172482	HIGH NOTE
Serial Number:	77193417	300 SUNDAYS

### **CORRESPONDENCE DATA**

Fax Number: (801)933-7373

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

Phone: 801-933-8926

Email: russell.sonya@dorsey.com

Correspondent Name: Sonya Russell

Address Line 1: 136 South Main Street

Address Line 2: Suite 1000

900110577

Address Line 4: Salt Lake City, UTAH 84101

TRADEMARK

REEL: 003809 FRAME: 0524

8007068/

CH \$1150

ATTORNEY DOCKET NUMBER:	458653-92	
NAME OF SUBMITTER:	Sonya Russell	
Signature:	/s/ Sonya Russell	
Date:	07/03/2008	
Total Attachments: 4 source=Click Wine Group 1 #page1.tif source=Click Wine Group 1 #page2.tif source=Click Wine Group 1 #page3.tif source=Click Wine Group 1 #page4.tif		

TRADEMARK REEL: 003809 FRAME: 0525

#### TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT dated as of July 3, 2008, by WELLS FARGO BANK, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division.

WHEREAS, Click Wine Group, Inc., d/b/a Click Wine Group, a Washington corporation (the "Grantor") and the Secured Party entered into a Patent and Trademark Security Agreement, dated as of June 27, 2007 (the "Security Agreement") which Security Agreement was recorded with the United States Patent and Trademark Office on August 7, 2007, at Reel 3595, Frame 0936, for the purpose of collateral security for all indebtedness and obligations of the Grantor to the Secured Party arising under a certain Credit Agreement (as defined in the Security Agreement);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor pledged and assigned to the Secured Party, and granted the Secured Party a security interest with power of sale in, the Patents (as defined in the Security Agreement), including, without limitation, the patents listed on Exhibit A hereto, and the Trademarks (as defined in the Security Agreement) including, without limitation, the marks listed on Exhibit B hereto. The Patents and the Trademarks are referred to herein collectively as the "Intellectual Property"; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Intellectual Property as herein provided:

NOW, THEREFORE, for valuable consideration the Secured Party hereby terminates and releases its security interest in the Intellectual Property, including, without limitation, the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Intellectual Property, effective as of the date set forth above.

> WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its WELLS FARGO BUSINESS CREDIT operating division

Bv:

Name: Robb L. Jacobs

Title: Assistant Vice President

4833-2889-5746\2

## CERTIFICATE OF ACKNOWLEDGMENT

State of Washington	)
	) ss.
County of King	)
	oing instrument was acknowledged before me this day of July, an Assistant Vice President of Wells Fargo Bank, National the national association.
	1500 Jewn
	Notary Public /



### **EXHIBIT A**

## UNITED STATES ISSUED PATENTS

<u>Title</u> <u>Patent Number</u> <u>Issue Date</u>

**NONE** 

UNITED STATES PATENT APPLICATIONS

<u>Title</u> <u>Serial Number</u> <u>Filing Date</u>

**NONE** 

FOREIGN ISSUED PATENTS

<u>Title</u> <u>Country</u> <u>Patent Number</u> <u>Issue Date</u>

**NONE** 

FOREIGN PATENT APPLICATIONS

<u>Title</u> <u>Serial Number</u> <u>Filing Date</u>

**NONE** 

A-1

#### **EXHIBIT B**

## UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

## **REGISTRATIONS**

<u>Mark</u> Registration Number Registration Date

**NONE** 

## **APPLICATIONS**

<u>Mark</u>	Serial Number	<b>Application Date</b>
HOMEGROWN	78-902,509	June 7, 2006
CLEAN SLATE	76-654,183	September 19, 2006
HIGH NOTE	77-172,482	May 3, 2007
300 SUNDAYS	77-193,417	May 30, 2007

### **COLLECTIVE MEMBERSHIP MARKS**

**NONE** 

**UNREGISTERED MARKS** 

**NONE** 

4833-2889-5746\2

**RECORDED: 07/03/2008** 

**TRADEMARK REEL: 003809 FRAME: 0529**