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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
MB Financial Bank, N.A.		110/20/2009	national banking association: ILLINOIS

RECEIVING PARTY DATA

Name:	Sam's Wines & Liquors, Inc.
Street Address:	1720 N. Marcey St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60614
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1633524	SAM'S
Registration Number:	1679761	SAM'S
Registration Number:	2797435	SAM'S

CORRESPONDENCE DATA

Fax Number: (312)332-6376

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

Phone: 312.332.3033

Email: cschneider@davismcgrath.com

Correspondent Name: Marsha K. Hoover / Davis McGrath LLC

Address Line 1: 125 S. Wacker, Ste 1700
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Christopher W. Schneider	
Signature:	/cwschneider/	

TRADEMARK
REEL: 004088 FRAME: 0132

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Date:	10/30/2009
Total Attachments: 4 source=Sam's - Release of Trademark Secusource=Sam's - Release of Trademark Sec	urity Agreement#page2.tif urity Agreement#page3.tif

TRADEMARK REEL: 004088 FRAME: 0133

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement ("<u>Release</u>") is dated as of October 20, 2009, by and between MB Financial Bank, N.A., a national banking association (the "<u>Releasing Party</u>"), and Sam's Wines & Liquors, Inc., an Illinois corporation (the "<u>Borrower</u>").

WHEREAS, the Releasing Party and the Borrower are parties to that certain Trademark Security Agreement, dated as of May 10, 2007 (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), pursuant to which Borrower granted the Releasing Party a security interest in the trademarks listed on Exhibit A attached hereto (the "Marks") and the goodwill of the Borrower connected with the use of and symbolized by the Marks existing as of the date of the Security Agreement or thereafter created or acquired; and

WHEREAS, the Borrower requests a specific release of the security interest recorded against the Marks, and the Releasing Party desires to grant to Borrower a specific release of its security interests recorded against the Marks.

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration previously tendered by the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Releasing Party does hereby reassign, relinquish and release forever to Borrower all right, title and interest of any nature whatsoever which the Releasing Party as a Secured Party holds in the Trademarks listed on Exhibit A attached hereto and associated common law rights and goodwill appurtenant thereto, and any subsequently created rights under the Security Agreement, and further agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights.

[signature page follows]

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TRADEMARK REEL: 004088 FRAME: 0134 The parties have executed this Release as of the date first written above.

MB Financial Bank, N.A.
By: Abblook
Name: DAVID G. KILLPACK_
Its: Duly Authorized Signatory
Sam's Wines & Liquors, Inc.
By:
Name:
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The parties have executed this Release as of the date first written above.

MB Financial Bank, N.A.

By:
Name:
Its: Duly Authorized Signatory
Sam's Wines & Liquors, Inc.
By: PD P
Name: R.P.D, STASW
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Exhibit A

Mark	Registration Number
Sam's (Grape Design)	1633524
Sam's	1679761
Sam's (Service Mark)	2797435

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RECORDED: 10/30/2009

TRADEMARK REEL: 004088 FRAME: 0137