

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
KeyBank National Association		06/03/2010	Banking Association: WASHINGTON

RECEIVING PARTY DATA

Name:	The Hogue Cellars, Ltd.
Street Address:	2800 Lee Road
City:	Prosser
State/Country:	WASHINGTON
Postal Code:	99350
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2157089	GENESIS
Registration Number:	1652541	H
Registration Number:	2119911	HOGUE
Registration Number:	2119912	THE HOGUE CELLARS
Registration Number:	1398756	H THE HOGUE CELLARS

CORRESPONDENCE DATA

Fax Number: (908)725-7088

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

Phone: 908-722-5640

Email: officeactions@br-tmlaw.com

Correspondent Name: Stephen L. Baker

Address Line 1: 575 Route 28, Suite 102

Address Line 2: Baker and Rannells, P.A.

Address Line 4: Raritan, NEW JERSEY 08869

900164844

TRADEMARK
REEL: 004226 FRAME: 0077

OP \$140.00 2157089

NAME OF SUBMITTER:	Moira J. Selinka
Signature:	/Moira J. Selinka/
Date:	06/16/2010
Total Attachments: 3 source=Release of Security Interest in Trademarks 060310#page1.tif source=Release of Security Interest in Trademarks 060310#page2.tif source=Release of Security Interest in Trademarks 060310#page3.tif	

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS ("Release") made as of the 3rd day of June, 2010 between KeyBank National Association, a banking association of the State of Washington, with its principal office located at 23 West Kennewick Avenue, Kennewick, WA 99336 ("KEYBANK"), and The Hogue Cellars, Ltd., a corporation of the State of Washington with its principal office located at 2800 Lee Road, Prosser, WA 99350 ("HOGUE").

WITNESSETH

WHEREAS, KeyBank and Hogue entered into a certain Trademark Security Agreement dated as of April 14, 1999 (the "Security Agreement"), by which Hogue granted to KeyBank a lien on and continuing security interest in, among other things, trademarks, service marks, trademark registrations (including those registrations listed on Schedule A hereto), trade names, and the goodwill of the business connected therewith and symbolized thereby, as security for, among other things, the payment and performance in full of the Obligations under Hogue's Loan Agreement with KeyBank dated February 8, 1999;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on May 10, 1999, at Reel 1893, Frames 0526-0539;

WHEREAS, Hogue has requested that KeyBank terminate and release its security interest in and lien on Hogue's said trademarks, among other things as described below, and reassign the same to Hogue;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is agreed as follows:

1. KeyBank does hereby release and terminate all liens and security interests in all the following properties of Hogue which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to KeyBank as collateral security for the Secured Obligations under and pursuant to the Loan Agreement, and KeyBank hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to Hogue any other and all of KeyBank's right, title and interest, if any, in and to the following, purportedly owned by Hogue whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Security Agreement or thereafter acquired:

i) the United States trademarks listed on Schedule A attached hereto and made a part hereof and all other trademarks (including service marks), trademark registrations and trade names in the United States in each case (x) including all or a significant or meaningful part of, or (y) constituting a variant or derivative of, or (z) not readily distinguishable from, the marks listed in Schedule A, along with any and all (w) renewals thereof, (x) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation damages, claims and payments for past or future infringements thereof, (y) rights to sue for past,

present, or future infringements thereof, and (z) trademarks, trademark registrations and trade name applications for any thereof and any other rights corresponding thereto (collectively the "Trademarks");

ii) the entire goodwill of Hogue's business connected with the use of and symbolized by the Trademarks;

iii) licenses whereby Hogue has granted, or Hogue grants to another party, the right to exploit or use any Trademark; and

iv) all proceeds of and accessions to any and all of the foregoing (the "Proceeds").

2. The parties hereto, KeyBank and Hogue, do hereby cancel and terminate the Security Agreement and all rights and obligations of the parties thereunder.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. The Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

KEYBANK NATIONAL ASSOCIATION

As Agent

By:

Name:

Title:

Thomas G. Robert
THOMAS G. ROBERT
SENIOR VICE PRESIDENT

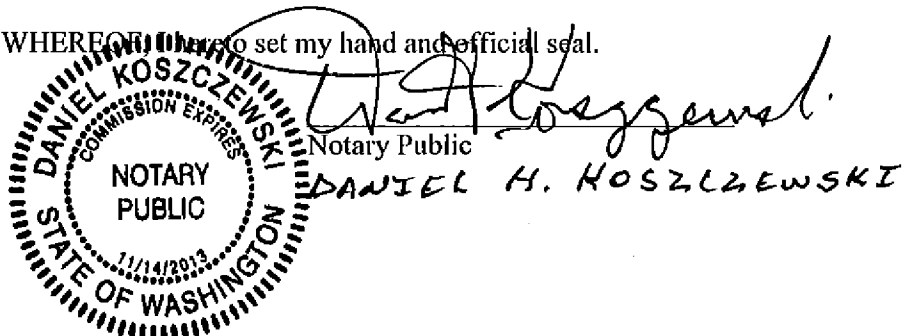
STATE OF WASHINGTON)

) ss.:

COUNTY OF)

On this 3RD day of June, 2010, before me personally came THOMAS L. ROBERT, to me known, who being by me duly sworn, did depose and say that s/he is the SENIOR VICE PRESIDENT of KeyBank National Association; the banking association described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said banking association; and that s/he signed said instrument on behalf of said banking association pursuant to said authority.

IN WITNESS WHEREOF, I have set my hand and official seal.



SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
GENESIS	2,157,089	May 12, 1998	USA
"H"	1,652,541	July 30, 1991	USA
HOGUE	2,119,911	Dec. 9, 1997	USA
THE HOGUE CELLARS	2,119,912	Dec. 9, 1997	USA
THE HOGUE CELLARS & "H" Design	1,398,756	June 24, 1986	USA