#### 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         |
|-------------------------|----------|----------------|---------------------|
| The Bank of Nova Scotia |          | 05/10/2011     | CORPORATION: CANADA |

#### **RECEIVING PARTY DATA**

| Name:           | R. H. Phillips, Inc.    |
|-----------------|-------------------------|
| Street Address: | 26828 County Road 12A   |
| City:           | Esparato                |
| State/Country:  | CALIFORNIA              |
| Postal Code:    | 95627                   |
| Entity Type:    | CORPORATION: CALIFORNIA |

### PROPERTY NUMBERS Total: 6

| Property Type        | Number  | Word Mark            |  |
|----------------------|---------|----------------------|--|
| Registration Number: | 2047097 | NIGHT HARVEST        |  |
| Registration Number: | 2285581 | TOASTED HEAD         |  |
| Registration Number: | 2135050 | TOASTED HEAD         |  |
| Registration Number: | 2015106 | CHATEAU ST. NICHOLAS |  |
| Registration Number: | 1987101 | EXP                  |  |
| Registration Number: | 2285582 | EXP                  |  |

#### **CORRESPONDENCE DATA**

Fax Number: (908)722-5640

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

9087225640 Phone:

Email: officeactions@br-tmlaw.com

Correspondent Name: Stephen L. Baker Address Line 1: 575 Route 28, Suite 102

Raritan, NEW JERSEY 08869 Address Line 4:

NAME OF SUBMITTER:

REEL: 004538 FRAME: 0732 900191583

**TRADEMARK** 

Stephen L. Baker

| Signature:  | /Stephen L. Baker/ |  |  |  |  |  |
|---|--------------------|--|--|--|--|--|
| Date:   | 05/11/2011         |  |  |  |  |  |
| Total Attachments: 5 source=DM_TOR-#4681613-v1-Release_of_Security_AgreementRH_PhillipsEXECUTED#page1.tif source=DM_TOR-#4681613-v1-Release_of_Security_AgreementRH_PhillipsEXECUTED#page2.tif source=DM_TOR-#4681613-v1-Release_of_Security_AgreementRH_PhillipsEXECUTED#page3.tif source=DM_TOR-#4681613-v1-Release_of_Security_AgreementRH_PhillipsEXECUTED#page4.tif source=DM_TOR-#4681613-v1-Release_of_Security_AgreementRH_PhillipsEXECUTED#page5.tif |                    |  |  |  |  |  |

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# TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS ("Release") made as of the 10th day of \_\_\_\_\_\_\_, 2011 by and between R.H. Phillips, Inc., Ltd. (the "Company"), a California corporation, with its principal executive office located at 26826 County Road 12A, Esparato, California, 95627, and The Bank of Nova Scotia, a Canadian banking corporation, with its principal office located at 44 King Street, 16th Floor, Toronto, Canada M5H 1H1 ("Administrative Agent"), in its capacity as Administrative Agent for itself and certain lenders under a Credit Agreement described below.

#### WITNESSETH

WHEREAS, Vincor International Partnership (the "Borrower") entered into a Credit Agreement dated as of September 25, 2000 (the "Existing Credit Agreement") with the Administrative Agent and certain lenders parties thereto (collectively the "Lenders") pursuant to which the Lenders agreed to make certain loans to the Borrower and the Company guaranteed all of the Borrower's obligations thereunder;

WHEREAS, Vincor International Inc. ("Vincor"), a Canadian corporation which indirectly owns the Company had certain existing credit facilities established by the Bank of Nova Scotia;

WHEREAS, as a condition precedent to making the loans under the Existing Credit Agrement, Administrative Agent and Lenders required the Company to execute and deliver a Guaranty, Pledge and Security Agreement ("Guaranty") pursuant to which Company and Administrative agreement entered into a Trademark Security Agreement (the "Trademark Security Agreement") dated October 5, 2000;

WHEREAS the Borrower and Vincor entered into a Senior Credit Agreement dated as of December 1, 2000 (the "Senior Credit Agreement") with the Administrative Agent and the Lenders pursuant to which the Lenders agrees to make certain loans and other availments ("Loans") to the Borrower and to Vincor;

WHEREAS the Company is an indirect subsidiary of each of Vincor and the Borrower, and Vincor is one of the general partners of the Borrower;

WHEREAS the Company entered into a Senior Trademark Security Agreement (the "Senior Trademark Security Agreement") and into a Subordinated Trademark Security Agreement (the "Subordinated Trademark Security Agreement"), both dated December 1, 2000 as against the United States trademarks listed on Schedule A attached hereto.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on October 9, 2000, at Reel 2170, Frame 0912;

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WHEREAS, the Senior Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on January 31, 2001, at Reel 2226, Frame 0163;

WHEREAS, the Subordinated Trademark Security Agreement was recorded in the (the PTO on January 31, 2001, at Reel 2226, Frame 0178;

WHEREAS, the Company has fulfilled its obligations under the Trademark Security Agreement, the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement in full;

WHEREAS, the Company has requested that Administrative Agent terminate and release its security interest in and lien on the Company's said trademarks, among other things, and reassign the same to the Company;

NOW THERFORE, 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. The Bank of Nova Scotia does hereby release and terminate all liens and security interests in all the following properties of the Company which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to The Bank of Nova Scotia as collateral security for the Secured Obligations under and pursuant to the Trademark Security Agreement, the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement, and The Bank of Nova Scotia hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to the Company any other and all of The Bank of Nova Scotia's right, title and interest, if any, in and to the following, purportedly owned by the Company whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Trademark Security Agreement , the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement or thereafter acquired:
- A.) the United States trademarks listed on Schedule A attached hereto and made a part hereof and all other of the Company's trademarks (including service marks), trademark registrations and trade names in the United States in each case (i) including all or a significant or meaningful part of, or (ii) constituting a variant or derivative of, or (iii) not readily distinguishable from, the marks listed in Schedule A, along with any and all (iv) renewals thereof, (v) 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, (vi) rights to sue for past, present, or future infringements thereof, and (vii) trademarks, trademark registrations and trade name applications for any thereof and any other rights corresponding thereto (collectively the "Trademarks");
- B.) the entire goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

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- C.) licenses whereby the Company has granted, or the Company grants to another party, the right to exploit or use any Trademark; and
  - D.) all proceeds of and accessions to any and all of the foregoing (the "Proceeds").
- 2. The parties hereto, The Bank of Nova Scotia and the Company, do hereby cancel and terminate the Trademark Security Agreement, the Senior Trademark Security Agreement and the Subordinated Trademark 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 shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WEREOF, 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.

| The Bank of Nova Scotia As Administrative Agent By: |
|---|
| Name Stephen H. Corey                               |
| By: Name: Kashir Mank Title: Director               |

| City of Toronto          | )                      |                        |                    |                      |            |
|--------------------------|------------------------|------------------------|--------------------|----------------------|------------|
| Д                        | . 1                    |                        |                    |                      |            |
| On this <u>) 0'</u> da   | y of <u>کس</u> , 2011, | , before me persona    | lly came Stephen   | H. Corey, to me l    | cnown,     |
| who being by me duly s   | worn, did depose a     | and say that he is the | Director, of The   | Bank of Nova Sc      | otia.; the |
| national banking associa | ation described in a   | and which executed     | the above instrun  | nent; that (s) he ha | s been     |
| authorized to execute sa | id instrument on be    | ehalf of said nationa  | al banking associa | tion; and that (s)h  | e signed   |

) ss.:

Province of Ontario

On this day of Nova Scotia.; the national banking association described in and which executed the above instrument; that (s) he has been

said instrument on behalf of said national banking association pursuant to said authority.

authorized to execute said instrument on behalf of said national banking association; and that (s)he signed said instrument on behalf of said national banking association pursuant to said authority.

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

Notary Public

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## SCHEDULE A

| TRADEMARK                    |          | REG. NO.           | REG. DATE                          |
|------------------------------|----------|--------------------|------------------------------------|
| NIGHT HARVES<br>TOASTED HEAL |          | 2047097<br>2285581 | March 25, 1997<br>October 12, 1999 |
| TOASTED HEAL                 | )        | 2135050            | February 3, 1998                   |
| CHATEAU ST. N                | IICHOLAS | 2015106            | November 12, 1996                  |
| EXP                          |          | 1987101            | July 16, 1996                      |
| EXP                          |          | 2285582            | October 12, 1999                   |

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**RECORDED: 05/11/2011**