

## 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		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9087225640		
Email:	officeactions@br-tmlaw.com		
Correspondent Name:	Stephen L. Baker		
Address Line 1:	575 Route 28, Suite 102		
Address Line 4:	Raritan, NEW JERSEY 08869		
NAME OF SUBMITTER:	Stephen L. Baker		

TRADEMARK

900191583

REEL: 004538 FRAME: 0732

OP \$165.00 2047097

Signature:	/Stephen L. Baker/
Date:	05/11/2011
<b>Total Attachments: 5</b> source=DM_TOR-#4681613-v1-Release_of_Security_Agreement_-_RH_Phillips_-_EXECUTED#page1.tif source=DM_TOR-#4681613-v1-Release_of_Security_Agreement_-_RH_Phillips_-_EXECUTED#page2.tif source=DM_TOR-#4681613-v1-Release_of_Security_Agreement_-_RH_Phillips_-_EXECUTED#page3.tif source=DM_TOR-#4681613-v1-Release_of_Security_Agreement_-_RH_Phillips_-_EXECUTED#page4.tif source=DM_TOR-#4681613-v1-Release_of_Security_Agreement_-_RH_Phillips_-_EXECUTED#page5.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 10<sup>th</sup> day of May, 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 Agreement, Administrative Agent and Lenders required the Company to execute and deliver a Guaranty, Pledge and Security Agreement ("Guaranty") pursuant to which Company and Administrative Agent 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;

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 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. 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:

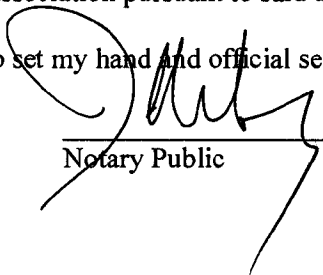
A.) the United States trademarks listed on Schedule A attached hereto and made a part hereof and all other of the Company's trademarks (including service marks), trademark registrations and trade names in the United States in each case (i) including all or a significant or meaningful part of, or (ii) 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;



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

SCHEDULE A

TRADEMARK	REG. NO.	REG. DATE
NIGHT HARVEST	2047097	March 25, 1997
TOASTED HEAD	2285581	October 12, 1999
TOASTED HEAD	2135050	February 3, 1998
CHATEAU ST. NICHOLAS	2015106	November 12, 1996
EXP	1987101	July 16, 1996
EXP	2285582	October 12, 1999