# 8400

# CH \$40.00

#### 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
Cooperatieve Centrale Raiffeisen-			
Boerenleenbank B.A. "Rabobank		11/04/2011	U.S. Branch of Foreign Bank:
International", New York Branch			

#### **RECEIVING PARTY DATA**

Name:	The Wine Group LLC
Street Address:	4596 S. Tracy Boulevard
City:	Tracy
State/Country:	CALIFORNIA
Postal Code:	95377
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Ty	<i>r</i> ре	Number	Word Mark
Registration Num	ber:	3518400	SWIRLING DERVISH

#### **CORRESPONDENCE DATA**

**Fax Number**: (949)855-6371 **Phone**: (949) 855-1246

Email: trademark@stetinalaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: William J. Brucker
Address Line 1: 75 Enterprise
Address Line 2: Suite 250

Address Line 4: Aliso Viejo, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	UPWDL-001T	
NAME OF SUBMITTER:	William J. Brucker	

TRADEMARK REEL: 004658 FRAME: 0358

900206802

Signature:	/WJB/
Date:	11/09/2011
Total Attachments: 3 source=ExecutedTWGTrademarkRelease#page1.tif source=ExecutedTWGTrademarkRelease#page2.tif source=ExecutedTWGTrademarkRelease#page3.tif	

TRADEMARK REEL: 004658 FRAME: 0359

#### RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release"), dated November 4, 2011, is made by Cooperatieve Centrale Raiffeisen — Boerenleenbank B.A., "Rabobank International", New York Branch ("Rabobank") (as assignee of JPMorgan Chase Bank), as collateral agent for the benefit of the Secured Creditors referenced in the Security Agreement described below (the "Collateral Agent"), under that certain Amended and Restated Security Agreement, dated as of June 26, 2006 (the "Security Agreement"), by and among The Wine Group, Inc., a California corporation ("TWG Inc."), The Wine Group LLC, a Delaware limited liability company (the "Company", and together with TWG Inc., the "Co-Issuers"), each of the direct and indirect Subsidiaries (as defined in the Security Agreement) of the Co-Issuers that are a party to the Security Agreement (each of such Subsidiaries being a "Subsidiary Grantor" and collectively the "Subsidiary Grantors") and each Additional Grantor (as defined in the Security Agreement) that may become a party thereto in accordance with the provisions of the Security Agreement (each Co-Issuer, each Subsidiary Grantor, and each Additional Grantor being a "Grantor" and collectively the "Grantors"), and the Collateral Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantors have assigned and granted to the Collateral Agent, a security interest in and to all of the Grantors' right, title and interest in and to, among other things, the Intellectual Property Collateral (as defined in the Security Agreement) of the Grantors, including, without limitation, the trademark owned by the Company identified on Exhibit A attached hereto (the "Mark"); and

WHEREAS, the Collateral Agent has agreed to release, retransfer and reassign to the Company, without representation or warranty, all of the Collateral Agent's right, title and interest in and to the Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

- 1. The Collateral Agent does hereby unconditionally release and fully discharge any and all right, title and interest in and to and any and all liens, security interests and/or other rights it may have upon the Mark, and reconveys to the Company all of the Collateral Agent's right, title and interest in and to the Mark, including, without limitation, the goodwill associated therewith and all causes of action for past infringement, if any, all without representation or warranty of any kind.
- 2. The Collateral Agent hereby consents to the discharge of record of its lien on, and security interest in and to, the Mark. The Collateral Agent consents to the recordation and/or filing by the Company or its representatives of this Release against the Mark with the United States Patent and Trademark Office, the applicable Uniform Commercial Code filing office (if necessary), or any other agency or entity necessary to evidence the termination and release of liens on, and security interests in and to, the Mark.

TRADEMARK REEL: 004658 FRAME: 0360 3. Except as specifically provided herein, nothing herein contained shall in any way affect, alter or diminish the lien or encumbrance of the Security Agreement on the remaining portion of the Collateral (as defined in the Security Agreement). Except as set forth in this Release, the terms and provisions of the Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of November 4, 2011.

COOPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, as the Collateral Agent

By:

Name: Eric Hurshman Title: Managing Director

By:

Name: Sue Chen-Holmes Title: Vice President

STATE OF NEW YORK

COUNTY OF ROCKLAND )

On November 4, 2011, before me, Jocelyne Lallemand, a Notary Public, personally appeared Eric Hurshman and Sue Chen-Holmes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature

JOCELYNE LALLEMAND
Notary Public, State of New York
Outline 156644

Qualified in Rockland County Certificate Filed in New York County My Commission Expires May 37, 20

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# EXHIBIT A

# MARK

Mark	Registration No.	Record Owner	Goods/Services
SWIRLING DERVISH	3,518,400	The Wine Group LLC	Wines

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