# OP \$40.00 85727167

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM369798 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank Nederland", New York Branch			A New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

### **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 Type	Number	Word Mark
Serial Number:	85727167	INTERMINGLE

### **CORRESPONDENCE DATA**

**Fax Number:** 6302322889

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 6302322880

**Email:** trademarks@smithlandmeier.com

Correspondent Name: Vincent J. Elders
Address Line 1: 15 N. Second Street
Address Line 4: Geneva, ILLINOIS 60134

ATTORNEY DOCKET NUMBER: 22263.602

NAME OF SUBMITTER: Vincent J. Elders

SIGNATURE: /Vincent J. Elders/

DATE SIGNED: 01/20/2016

Total Attachments: 3

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> TRADEMARK REEL: 005712 FRAME: 0527

# RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release"), dated July 20, 2014, is made by Cooperatieve Centrale Raiffeisen – Boerenleenbank B.A., "Rabobank Nederland", New York Branch ("Rabobank"), as collateral agent for the benefit of the Secured Creditors referenced in the Security Agreement described below (the "Collateral Agent"), under that certain Second Amended and Restated Security Agreement, dated as of December 6, 2013 (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:

- I. 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.

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 July 24, 2014.

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

By:

Name: Title:

Christopher Hertofilie

Executive Director

By:

Name:

**Eric Rocowski** 

Title:

**Vice President** 

STATE OF New

COUNTY OF KOCK

On 29 Joly, 2014, before me, Jocelyne Lastemand Public, personally appeared Christopher Hartoliand Ent Rosewiti, 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.

Signaturc

JOCELYNE VALLEMAND Notary Public, State of New York

No. 01LA8165644 Qualified in Rockland County Certificate Filed in New York County

My Commission Expires May 17

# EXHIBIT A

# MARK

Mark	Application No.	Record Owner	Goods/Services
INTERMINGLE	85727167	The Wine Group LLC	Wine