

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Life Insurance Company		05/10/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Banshee Wines, LLC		
Street Address:	113 West North Street		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85610434	LECHUZA	
Serial Number:	85610474	BANSHEE	
Serial Number:	85610481	BANSHEE	
Serial Number:	85610468	MORDECAI	
Serial Number:	85610444	RICKSHAW	
Serial Number:	85610461	MILOU	
Serial Number:	85610456	MERCAT	
CORRESPONDENCE DATA			
Fax Number:	4432634108		
<i>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.</i>			
Phone:	410-862-1188		
Email:	trademarksobor@bakerdonelson.com		
Correspondent Name:	E. Scott Johnson, Esq.		
Address Line 1:	100 Light Street		
Address Line 2:	Baker Donelson		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	5020618.091618 dkp		
NAME OF SUBMITTER:	E. Scott Johnson		

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SIGNATURE:	/E. Scott Johnson/
DATE SIGNED:	05/11/2018
Total Attachments: 4 source=Release of TM Security Interest Phoenix Life Insurance Company and Banshee Wines#page1.tif source=Release of TM Security Interest Phoenix Life Insurance Company and Banshee Wines#page2.tif source=Release of TM Security Interest Phoenix Life Insurance Company and Banshee Wines#page3.tif source=Release of TM Security Interest Phoenix Life Insurance Company and Banshee Wines#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of May 10, 2018 and granted by PHOENIX LIFE INSURANCE COMPANY (the "Collateral Assignee"), a New York life insurance company, as secured party and collateral assignee, in favor of BANSHEE WINES, LLC, a California limited liability company (the "Collateral Assignor") and its successors, assigns and legal representatives.

RECITALS:

WHEREAS, pursuant to that certain Collateral Assignment and Pledge of Trademark Collateral dated as of November 9, 2012 (the "Collateral Assignment"), the Collateral Assignor pledged and granted to the Collateral Assignee a security interest in and to all of the right, title and interest of Collateral Assignor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office at Reel 4897, Frame 0498 on November 9, 2012; and

WHEREAS, the Collateral Assignor has requested that the Collateral Assignee enter into this Release in order to effectuate, evidence and record the release and reassignment to the Collateral Assignor of any and all right, title and interest the Collateral Assignee may have in the Trademark Collateral pursuant to the Collateral Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Assignee hereby states as follows:

1. Release of Security Interest. Collateral Assignee hereby terminates the Collateral Assignment and terminates, releases and discharges any and all security interests that it has pursuant to the Collateral Assignment in any and all right, title and interest of the Collateral Assignor, and reassigns to the Collateral Assignor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

(a) the trademarks, registered trademarks and trademark applications, trademark registrations, domain names, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to use for past, present and future infringements and dilutions thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, domain names, registered service marks and service mark applications, together with the items described in clauses (i) – (iv) above, being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights of any kind whatsoever of such Collateral Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Collateral Assignor has granted or is granted a license or other right to use any of the Trademarks;

(d) the goodwill of the Collateral Assignor's business connected with and symbolized by the Trademarks; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Assignee agrees, at the Collateral Assignor's expense, to take all further actions, and provide to the Collateral Assignor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Collateral Assignor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Collateral Assignee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PHOENIX LIFE INSURANCE COMPANY
as Collateral Assignee

By: Paul M. Chute
Name:
Title:

Address for Notices:

Phoenix Life Insurance Company
One American Row
Hartford, CT 06102
Attention: Paul M. Chute, Senior Managing
Director

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On May 10th 2011 before me, Janet DeGrenia, a notary public, personally appeared Paul Chute, a vice president of Phoenix Life Insurance Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janet L. DeGrenia
Notary Public Signature

Notary Public Seal

JANET L. DEGREINIA
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2011

SCHEDULE A

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U.S. TRADEMARKS OR SERVICE MARKS:

Registrations --
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Banshee	85610474	04/27/2012	4257603	12/11/2012
Banshee (Design + Words)	85610481	04/27/2012	4356541	06/25/2013
Mordecai	85610468	04/27/2012	4228181	10/16/2012
Lechuza	85610434	04/27/2012	4267661	01/01/2013
Rickshaw	85610444	04/27/2012	4257601	12/11/2012
Milou	85610461	04/27/2012	4307983	03/26/2013
Mercat	85610456	04/27/2012	DEAD	DEAD