

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/11/2018	Chartered Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Mountain Vineyard Inc.		
Street Address:	c/o Boker Investment Management, Inc.		
Internal Address:	660 N. Rush Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60614		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3274645	CHATEAU CHEVALIER	
Registration Number:	2854066	ELIVETTE	
Registration Number:	1885177	SPRING MOUNTAIN	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050319-0074		
NAME OF SUBMITTER:	Scott Kareff (050319-0074)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	10/15/2018		
Total Attachments: 4			

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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of October 11, 2018 is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of SPRING MOUNTAIN VINEYARD INC. (the “Company”).

W I T N E S S E T H:

WHEREAS, in connection with the Pledge and Security Agreement, dated as of May 19, 2017, among the Collateral Agent, the Company and the other parties thereto (the “Security Agreement”), the Company executed and delivered the Trademark Security Agreement, dated as of May 19, 2017, in favor of the Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in all of its Pledged Collateral, including the Trademarks set forth on Schedule A attached hereto, together with all goodwill associated with such Trademarks (the “Released Trademarks”);

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on May 22, 2017 at Reel 6065, Frame 0901; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks. This Release shall not release the Collateral Agent’s lien and security interest in any other Trademarks, except the Released Trademarks.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any

and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably requests (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[Signatures Follow On Next Page.]

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations

Trademark	Registration
CHATEAU CHEVALIER	3,274,645
ELIVETTE	2,854,066
SPRING MOUNTAIN (Typed Drawing)	1,885,177