

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank (Chicago)		01/28/2014	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spring Mountain Vineyard, Inc.		
<b>Street Address:</b>	2805 Spring Mountain Road		
<b>City:</b>	St. Helena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94574		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75809606	ELIVETTE	
<b>Serial Number:</b>	78822757	CHATEAU CHEVALIER	
<b>Registration Number:</b>	1885177	SPRING MOUNTAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2125865800		
<b>Email:</b>	dfriedman@ctswlaw.com		
<b>Correspondent Name:</b>	Daniel J. Friedman		
<b>Address Line 1:</b>	420 Lexington Avenue, Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Daniel J. Friedman		
<b>SIGNATURE:</b>	/Daniel J. Friedman/		
<b>DATE SIGNED:</b>	09/27/2018		
<b>Total Attachments: 3</b>			
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OP \$90.00 75809606

VIA E-MAIL

January 28, 2014

Spring Mountain Vineyard, Inc.  
Good Wine Company  
[jvann@ctswlaw.com](mailto:jvann@ctswlaw.com)

Re: **FIFTH THIRD BANK ("Lender")/SPRING MOUNTAIN VINEYARD, INC. and GOOD WINE COMPANY (individually, a "Borrower" and collectively, "Borrowers") and [REDACTED] ("Guarantor")**

Ladies and Gentlemen:

This letter shall serve as a payoff letter for the Fifth Amended and Restated Note from Borrowers to Lender in the original principal amount of [REDACTED] dated as of January 2, 2013, as the same may have been amended from time to time ("Note") and that certain Loan and Security Agreement dated as of October 20, 2006, as amended from time to time, by and among Borrowers and Lender (the "Loan Agreement") (the Loan Agreement and the Note, together with all other documents executed in connection therewith (including, but not limited to that certain Guaranty given by Guarantor to Lender), the "Loan Documents"), all of which are held by the Lender. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

As of January 28, 2014, the total amount necessary to pay off the Note is as follows:

Principal	\$ [REDACTED]
Interest through January 28, 2014	\$ [REDACTED]
Legal Fees and Costs	\$ [REDACTED]
Total	\$ [REDACTED]
Per Diem after January 23, 2014	\$ [REDACTED]

Instructions for the wire transfer of funds by Borrowers to Lender are as follows:

Fifth Third Bank  
ABA Routing #: [REDACTED]  
Account No. [REDACTED]  
Account Name: Commercial Loan Wires  
Immediately Notify: [REDACTED]  
Reference: Spring Mountain Vineyard/Good Wine Company

January 23, 2014

Page 2

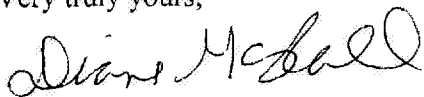
Funds received after 2:00 PM Monday-Thursday Central Standard Time will be posted the following business day and will require one extra day per diem interest. **Funds received on a Friday after 2:00 PM will require 3 days per diem interest.**

Upon receipt of the above referenced amount in the form of a certified, cashier's or title company check or wire per the above wire instructions,

1. The Liabilities will be satisfied, other than any indemnification and other provisions that survive under the express terms of the Loan Documents;
2. Lender's liens on any personal property of any Borrower held as collateral for the Loan shall be of no further force or effect; and
3. Borrowers are authorized to file releases of all financing statements filed by Lender showing any Borrower as debtor. Upon any Borrower's reasonable request from time to time, Lender will execute and deliver such additional lien releases as may be necessary to effectively terminate any and all of Lender's liens on the assets and properties of each Borrower on any public record.

This letter shall expire at the close of business on January 31, 2014.

Very truly yours,



DECLARATION OF DANIEL J. FRIEDMAN

I, Daniel J. Friedman, declare the following under penalty of perjury:

1. I am a member of the New York Bar in good standing, ID #5071253.

2. I have reviewed my firm's files regarding the following matters and make this declaration on the basis thereof.

3. Pursuant to a payoff letter dated January 28, 2014 (the "Payoff Letter") regarding the payoff of a loan made by Fifth Third Bank to Spring Mountain Vineyard, Inc. and Good Wine Company (collectively "Borrower"), Fifth Third Bank released its financing statements and liens against assets of Borrower upon receipt of payment in full of the amounts described in the Payoff Letter.

4. The amounts described in the Payoff Letter have been paid off in full. My review of the firm's files for this matter included review of confirmations of wire transfers which were paid to Fifth Third Bank in the amounts required in accordance with the Payoff Letter.

Executed on September 27, 2018.

  
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Daniel J. Friedman