

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
The Bank of Nova Scotia		05/10/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Hogue Cellars, Ltd.		
Street Address:	32302 Wine County Road		
City:	Prosser		
State/Country:	WASHINGTON		
Postal Code:	99350		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2119911	HOGUE	
Registration Number:	2157089	GENESIS	
Registration Number:	1652541	H	
CORRESPONDENCE DATA			
Fax Number:	(908)725-7088		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9087225640		
Email:	officeactions@br-tmlaw.com		
Correspondent Name:	Stephen L. Baker		
Address Line 1:	575 Route 28, Suite 1012		
Address Line 4:	Raritan, NEW JERSEY 08869		
NAME OF SUBMITTER:	Stephen L. Baker		
Signature:	/Stephen L. Baker/		
Date:	05/11/2011		

OP \$90.00 2119911

Total Attachments: 4

source=DM_TOR-#4681617-v1-Release_of_Security_Agreement-_Hogue_-_EXECUTED#page1.tif

source=DM_TOR-#4681617-v1-Release_of_Security_Agreement-_Hogue_-_EXECUTED#page2.tif

source=DM_TOR-#4681617-v1-Release_of_Security_Agreement-_Hogue_-_EXECUTED#page3.tif

source=DM_TOR-#4681617-v1-Release_of_Security_Agreement-_Hogue_-_EXECUTED#page4.tif

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY
INTERESTS IN TRADEMARKS

THIS TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS ("Release") made as of the 10th day of May, 2011 by and between The Hogue Cellars, Ltd. (the "Company"), a Washington corporation, with its principal executive office located at 32302 Wine County Road, Prosser, Washington, 99350, and The Bank of Nova Scotia, a Canadian banking corporation, with its principal office located at 44 King Street, 16th Floor, Toronto, Canada M5H 1H1 ("Administrative Agent"), as Administrative Agent for itself and certain lenders under a Credit Agreement described below.

WITNESSETH

WHEREAS, Vincor International Inc., a Canadian corporation ("Vincor") and Vincor International Partnership, a Nevada general partnership ("Vincor Partnership") entered into a Senior Secured Credit Agreement and a Senior Subordinated Credit Agreement, both dated as of December 1, 2000 (the "Credit Agreements") with the Administrative Agent and certain other financial institutions party thereto (collectively the "Lenders") pursuant to which the Lenders agreed to make certain loans ("Loans") to Vincor;

WHEREAS, Vincor Holdings, Inc. ("Holdings"), a subsidiary of Vincor, acquired the outstanding capital stock of the Company pursuant to a certain Stock Purchase Agreement dated as of August 8, 2001, and the Company became a material subsidiary of Vincor;

WHEREAS pursuant to Section 11.01(a) of the Credit Agreements the Company entered into a Senior Trademark Security Agreement (the "Senior Trademark Security Agreement") and into a Subordinated Trademark Security Agreement (the "Subordinated Trademark Security Agreement"), both dated September 1, 2001 against the United States trademarks listed on Schedule A attached hereto.

WHEREAS, the Senior Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on October 18, 2001, at Reel 2384, Frame 0527;

WHEREAS, the Subordinated Trademark Security Agreement was recorded in the (the PTO on October 18, 2001, at Reel 2384, Frame 0566;

WHEREAS, the Company has fulfilled its obligations under both the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement in full;

WHEREAS, the Company has requested that Administrative Agent terminate and release its security interest in and lien on the Company's said trademarks, among other things, and reassign the same to the Company;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is agreed as follows:

1. The Bank of Nova Scotia does hereby release and terminate all liens and security interests in all the following properties of The Company which were granted, bargained, sold, transferred, assigned, mortgaged and pledged to The Bank of Nova Scotia as collateral security for the Secured Obligations under and pursuant to the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement, and The Bank of Nova Scotia hereby without recourse and without representation or warranty of any kind, assigns, sells, conveys, grants, sets over, transfers and releases to The Company any other and all of The Bank of Nova Scotia's right, title and interest, if any, in and to the following, purportedly owned by The Company whether at the time of said grant, assignment, mortgage and pledge under and pursuant to the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement or thereafter acquired:

A.) the United States trademarks listed on Schedule A attached hereto and made a part hereof and all other of the Company's trademarks (including service marks), trademark registrations and trade names in the United States in each case (i) including all or a significant or meaningful part of, or (ii) constituting a variant or derivative of, or (iii) not readily distinguishable from, the marks listed in Schedule A, along with any and all (iv) renewals thereof, (v) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation damages, claims and payments for past or future infringements thereof, (vi) rights to sue for past, present, or future infringements thereof, and (vii) trademarks, trademark registrations and trade name applications for any thereof and any other rights corresponding thereto (collectively the "Trademarks");

B.) the entire goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

C.) licenses whereby the Company has granted, or the Company grants to another party, the right to exploit or use any Trademark; and

D.) all proceeds of and accessions to any and all of the foregoing (the "Proceeds").

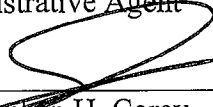
2. The parties hereto, The Bank of Nova Scotia and the Company, do hereby cancel and terminate the Senior Trademark Security Agreement and the Subordinated Trademark Security Agreement and all rights and obligations of the parties thereunder.

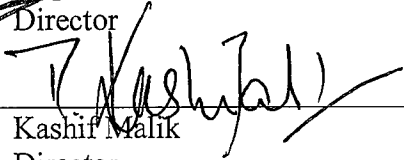
3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. The Release shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

The Bank of Nova Scotia
As Administrative Agent

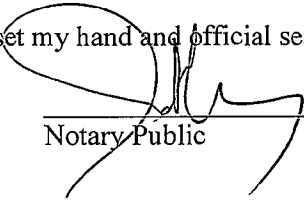
By: 
Name: Stephen H. Corey
Title: Director

By: 
Name: Kashif Malik
Title: Director

Province of Ontario)
) ss.:
City of Toronto)

On this 10th day of May, 2011, before me personally came Stephen H. Corey, to me known, who being by me duly sworn, did depose and say that he is the Director, of The Bank of Nova Scotia.; the national banking association described in and which executed the above instrument; that (s) he has been authorized to execute said instrument on behalf of said national banking association; and that (s)he signed said instrument on behalf of said national banking association pursuant to said authority.

On this 10th day of May, 2011, before me personally came Kashif Malik, to me known, who being by me duly sworn, did depose and say that (s)he is the Director, of The Bank of Nova Scotia.; the national banking association described in and which executed the above instrument; that (s) he has been authorized to execute said instrument on behalf of said national banking association; and that (s)he signed said instrument on behalf of said national banking association pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.


Notary Public

SCHEDULE A

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
HOGUE	2119911	December 9, 1997
GENESIS	2157089	May 12, 1998
H	1652541	July 30, 2991