

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
Bank of America, N.A., as Administrative Agent		11/17/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	National Wine & Spirits, Inc.		
Street Address:	700 West Morris Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46225		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3810059	NATIONAL WINE & SPIRITS INC.	
Serial Number:	77860680	NATIONAL WINE AND SPIRITS	
CORRESPONDENCE DATA			
Fax Number:	(317)684-5173		
Phone:	317-684-5000		
Email:	jday@boselaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jennifer L. Day		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	12160-0001		
NAME OF SUBMITTER:	Jennifer L. Day		

OP \$65.00 3810059

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TRADEMARK
REEL: 004662 FRAME: 0417

Signature:	/Jennifer L. Day/
Date:	11/17/2011
Total Attachments: 3 source=Termination and Release of Trademark#page1.tif source=Termination and Release of Trademark#page2.tif source=Termination and Release of Trademark#page3.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Release") is entered into between NATIONAL WINE & SPIRITS, INC., an Indiana corporation (the "Borrower") and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders ("Agent").

WHEREAS, the Borrower entered into a certain Amended and Restated Credit Agreement dated as of August 12, 2010, by and among the Borrower, Republic National Distributing Company of Indiana, LLC, the financial institutions party thereto as lenders (the "Lenders") and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower executed a certain Trademark Security Agreement in favor of Agent for itself and for the benefit of the Lenders, dated August 12, 2010, reflecting the security interest in and to the described trademarks and the related goodwill granted by the Borrower to Agent. The Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on August 16, 2010, at Reel 4261 Frame 0638;

WHEREAS, the Borrower terminated its commitments under the Credit Agreement on November 10, 2011 and has repaid all loans and obligations thereunder; and

WHEREAS, Agent desires to terminate and release all security interests in and to the trademarks of the Borrower held by Agent for itself and for the benefit of the Lenders.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates and releases its security interest in and first priority lien on the trademarks and the related goodwill of the Borrower held pursuant to the above-referenced Trademark Security Agreement, including but not limited to those certain trademarks listed on Schedule A attached to and made a part of this Release, and Agent hereby terminates the Trademark Security Agreement.

Agent represents that it is authorized to execute this Release on behalf of the Lenders.

[The Remainder of this Page is Intentionally Blank.]

Executed this 17 day of November, 2011 by Agent's duly authorized representative.

BANK OF AMERICA, N.A.,
a national banking association,
as Agent for the Lenders

By: Christine Scott

Its: Assistant Vice President

STATE OF ILLINOIS)
)
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared CHRISTINE SCOTT, known to me to be a AVP of Bank of America, N.A., a national banking association, who acknowledged the execution of the foregoing Release for and on behalf of Bank of America, N.A.

WITNESS my hand and Notarial Seal this 17th day of November, 2011.

My County of Residence:

Cook

Elizabeth Uribe

Notary Public -- Signature

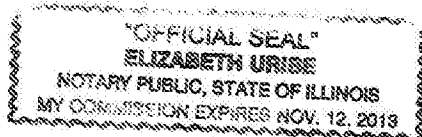
Elizabeth Uribe

Printed Name

My Commission Expires:

11-12-13

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SCHEDULE A
To Release

<u>Trademarks</u>	<u>Serial or Reg. No.</u>
NATIONAL WINE & SPIRITS, INC.	3,810,059
NATIONAL WINE & SPIRITS, INC. design mark	77/860,680