

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property (previously recorded on 12/29/14 at Reel/Frame 5431/0528)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of the West, as Agent		04/19/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Domaine M.B., LLC		
Street Address:	220 Morris Street		
City:	Sebastopol		
State/Country:	CALIFORNIA		
Postal Code:	95402		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4738997	CIRQ. EST. 2009	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	038383-10		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	05/24/2016		
Total Attachments: 3			
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OP \$40.00 4738997

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of April 19, 2016 (“**Release**”), is made by Bank of the West, a California corporation, as agent (“**Secured Party**”), in favor of Domaine M.B., LLC, a California limited liability company (“**Debtor**”).

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of December 23, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “**Security Agreement**”) by and among the Debtor and Secured Party and the Memorandum and Notice of Security Interest in Intellectual Property dated as of December 23, 2014 (“**IP Memo**”) by and among the Debtor and Secured Party, Debtor granted to the Secured Party a security interest in and to all of Debtor’s right, title and interest in and to Trademarks (together with the goodwill and assets of the business), Patents, and Copyrights, including as listed on Schedule A attached hereto, and all actions for infringement concerning the foregoing (collectively, “**IP Collateral**”); and

WHEREAS, the IP Memo was recorded at the United States Patent and Trademark Office (“**USPTO**”) on December 29, 2014 at Reel 5431 Frame 0528.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Memo.

SECTION 2. Termination and Release. Secured Party hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Memo, and any other agreement under which Debtor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the IP Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

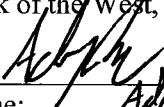
(d) authorizes the recordation of this Release with the USPTO at Debtor’s expense.

SECTION 3. Further Assurances. Secured Party, at Debtor’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Secured Party will, at Debtor’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

Bank of the West, a California corporation, as agent

By: 
Name: Adam Blair
Title: MD

Schedule A

**Domaine M.B., LLC
(California Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Domaine M.B., LLC
In Favor of Bank of the West, as Agent
Recorded December 29, 2014 at Reel 5431 Frame 0528**

Trademark Registration

Mark	Reg. No.	Reg. Date
CIRQ. EST. 2009 and Design	4738997	05/19/15