

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
MB Financial Bank, N.A.		10/20/2009	national banking association: ILLINOIS
RECEIVING PARTY DATA			
Name:	Sam's Wines & Liquors, Inc.		
Street Address:	1720 N. Marcey St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60614		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1633524	SAM'S	
Registration Number:	1679761	SAM'S	
Registration Number:	2797435	SAM'S	
CORRESPONDENCE DATA			
Fax Number:	(312)332-6376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.332.3033		
Email:	cschneider@davismcgrath.com		
Correspondent Name:	Marsha K. Hoover / Davis McGrath LLC		
Address Line 1:	125 S. Wacker, Ste 1700		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Christopher W. Schneider		
Signature:	/cwschneider/		

OP \$90.00 1633524

Date:

10/30/2009

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement ("Release") is dated as of October 20, 2009, by and between MB Financial Bank, N.A., a national banking association (the "Releasing Party"), and Sam's Wines & Liquors, Inc., an Illinois corporation (the "Borrower").

WHEREAS, the Releasing Party and the Borrower are parties to that certain Trademark Security Agreement, dated as of May 10, 2007 (as amended, modified, supplemented or restated from time to time, the "Security Agreement"), pursuant to which Borrower granted the Releasing Party a security interest in the trademarks listed on Exhibit A attached hereto (the "Marks") and the goodwill of the Borrower connected with the use of and symbolized by the Marks existing as of the date of the Security Agreement or thereafter created or acquired; and

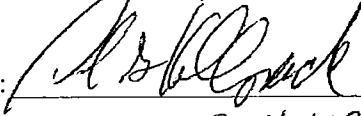
WHEREAS, the Borrower requests a specific release of the security interest recorded against the Marks, and the Releasing Party desires to grant to Borrower a specific release of its security interests recorded against the Marks.

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration previously tendered by the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Releasing Party does hereby reassign, relinquish and release forever to Borrower all right, title and interest of any nature whatsoever which the Releasing Party as a Secured Party holds in the Trademarks listed on Exhibit A attached hereto and associated common law rights and goodwill appurtenant thereto, and any subsequently created rights under the Security Agreement, and further agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights.

[signature page follows]

The parties have executed this Release as of the date first written above.

MB Financial Bank, N.A.

By: 

Name: DAVID G. KILLPACK

Its: Duly Authorized Signatory

Sam's Wines & Liquors, Inc.

By: _____

Name: _____

Its: _____

The parties have executed this Release as of the date first written above.

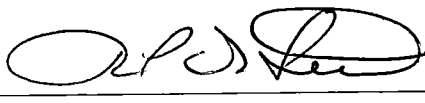
MB Financial Bank, N.A.

By: _____

Name: _____

Its: Duly Authorized Signatory

Sam's Wines & Liquors, Inc.

By:  _____

Name: R. P. DiStasio

Its: PRESIDENT

Exhibit A

Mark	Registration Number
Sam's (Grape Design)	1633524
Sam's	1679761
Sam's (Service Mark)	2797435

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