# CH \$40.00 235771

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM332155

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as administrative agent		02/12/2015	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Delicato Vineyards	
Street Address:	12001 S. Highway 99	
City:	Manteca	
State/Country:	e/Country: CALIFORNIA	
Postal Code:	95336 95336	
Entity Type:	tity Type: CORPORATION: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark	
Registration Number:	2357713	EAGLE CANYON	

### **CORRESPONDENCE DATA**

**Fax Number:** 6123408827

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.

**Phone:** 612-492-6842

**Email:** cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55423

ATTORNEY DOCKET NUMBER:	M241066
NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	02/13/2015

### **Total Attachments: 2**

source=Discharge of Security Interest (Trademark) (exec)-v1#page1.tif source=Discharge of Security Interest (Trademark) (exec)-v1#page2.tif

TRADEMARK REEL: 005459 FRAME: 0874

900315768

# DISCHARGE OF SECURITY INTEREST (Trademark)

WHEREAS, DELICATO VINEYARDS, a California corporation (the "Grantor") granted a security interest in the United States trademark listed in Exhibit A attached hereto and in the other collateral described in the Agreement (as defined below) (collectively, the "Collateral") to U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT (in such capacity, and together with any successor in such capacity, the "Secured Party") for the benefit of the Lenders (as such terms are defined in the Agreement), in order to secure repayment of certain amounts owing to the Lenders;

WHEREAS, a Trademark Security Agreement ("Agreement") between the Grantor and Secured Party with respect to the mark listed in Exhibit A, along with other marks, was entered into on August 23, 2013, and was recorded in the records of the United States Patent and Trademark Office (the "PTO") on August 26, 2013, and such recordation is located on Reel 5096 at Frame 0673 of the PTO;

**WHEREAS**, the Secured Party desires to release the mark listed in <u>Exhibit A</u> from the Agreement; and

WHEREAS, the mark listed in <u>Exhibit A</u> does not include all of the marks secured by the Agreement, and therefore the Agreement will remain effective for such marks not included in Exhibit A.

**NOW THEREFORE**, to all who it may concern be it known that the Secured Party hereby (a) releases and discharges all the security interests in the mark listed in <u>Exhibit A</u> that were granted by the Agreement, and (b) acknowledges, confirms and agrees that the Agreement is discharged, released and terminated and of no further force or effect with respect to the mark listed in <u>Exhibit A</u> only.

Executed at Sacromondo CA this 12th day of February, 2015.

U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

By:

Name:

Title

L President

TRADEMARK REEL: 005459 FRAME: 0875

# EXHIBIT A

Mark	Registration No./ Serial No.	Registration Date/Filing Date
EAGLE CANYON	2,357,713 / 75/786,758	June 13, 2000 / Aug. 30, 1999

**RECORDED: 02/13/2015** 

TRADEMARK REEL: 005459 FRAME: 0876