

08-31-2000

D

TRADEMARKS ONLY

To the Honorable Co
Please record the att



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1. Name of Party(ies) conveying an interest:

Franciscan Vineyards, Inc.

7-17-00

Entity:

- Individuals(s)
- General Partnership
- Corporation-State: Delaware
- Other _____
- Association
- Limited Partnership

2. Name and Address of Party(ies) receiving an interest:

Name: H/Q Wines LLC
Internal Address: _____

Street Address: 1501 Silverado Trail

City: St. Helena
State: California
Zip: 94574

- Individuals(s)
- General Partnership
- Corporation State:
- Other - Delaware LLC
- Citizenship _____
- Association
- Limited Partnership

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other _____
- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s) Additional sheet attached?

- Yes
- No

A. Trademark Application No.(s)



07-17-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

B. Trademark Registration No.(s)

1,933,427

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David E. Stoll, Esq.
Internal Address: Farella Braun & Martel LLP
Street Address: 235 Montgomery Street, 30th Floor
City: San Francisco
State: California Zip: 94104

6. Number of applications and registrations involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document June 4, 1999

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

Signature

7/14/00
Date

David E. Stoll
Name of Person Signing

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TRADEMARK
REEL: 002127 FRAME: 0644

EXHIBIT 1.4(b)

ASSIGNMENT OF TRADENAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADENAMES AND TRADEMARKS ("Assignment") is executed as of the 4th day of June, 1999, between FRANCISCAN VINEYARDS, INC., a Delaware corporation ("Assignor") and H/Q WINES LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. Assignor owns and operates the Franciscan winery (the "Winery") which produces several wines, including wines sold under the *Quintessa* label and brand ("Quintessa Wines").
- B. In connection with its operation of the Winery, Assignor has adopted, used and is using tradenames, trade dress and trademarks in connection with the production, sale and marketing of Quintessa Wines containing the *Quintessa* or *Quintessa of Rutherford* name or mark or the stylized letter "Q" (collectively, the "Tradenames and Trademarks"). The Tradenames and Trademarks are more thoroughly described in attached Schedule B (Tradenames and Trademarks).
- C. Concurrently herewith, Assignor is selling to Assignee all of Assignor's interest in certain wine and related assets, including the goodwill, if any, associated with the Tradenames and Trademarks, all as described in that certain Quintessa Distribution and Branded Inventory Purchase Agreement between Assignor and Assignee, dated as of June 7, 1999 (the "Q Agreement").
- D. Assignee is desirous of acquiring said Tradenames and Trademarks.

IN CONSIDERATION of the foregoing, and for good and valuable consideration, the receipt and adequacy of which is hereby accepted, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Tradenames and Trademarks and the goodwill of the business symbolized thereby.
2. Assignor represents and warrants to Assignee that, as of the date hereof:
 - a. There are no assignments or agreements to assign the Tradenames and Trademarks to any other party.
 - b. To the best of Assignor's knowledge, there is no infringement, misappropriation or other misuse being made by any other party of the Tradenames and Trademarks.
 - c. No claim is pending or, to the best of Assignor's knowledge, threatened to the effect that any of the Tradenames and Trademarks are invalid or unenforceable.

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3. Assignor hereby agrees to execute, acknowledge and deliver, and cause to be executed, knowledged and delivered, all such further assignments, transfers, conveyances or assurances as may be required for the better transferring, assigning, conveying, granting, assuring and confirming to Assignee of the Tradenames and Trademarks or to vest in Assignee good, valid and marketable title to the Tradenames and Trademarks and otherwise to consummate the transactions contemplated by this Assignment.

4. Assignor agrees that by this Assignment of Tradenames and Trademarks it is transferring all of its rights, title and interest in the Tradenames and Trademarks, and that it will not use or refer to the name *Quintessa* or any other of the Tradenames and Trademarks in connection with its wine business, the sale of its wines, or otherwise without the express written consent of Assignee.

5. Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, damages and expenses, including, without limitation, reasonable attorneys' fees, arising out of acts or omissions of Assignor in connection with the Tradenames and Trademarks occurring or existing prior to the date hereof.

6. Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all liabilities, losses, damages and expenses, including, without limitation, reasonable attorneys' fees, arising out of acts or omissions of Assignee in connection with the Tradenames and Trademarks subsequent to the date hereof.

7. Each party agrees that the provisions of Article 17 (Miscellaneous) of the Q Agreement, including but not limited to the governing law provision, shall apply to this Agreement as if such section were fully set forth herein.

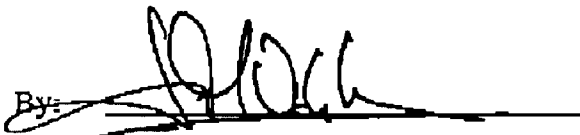
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date and year first above written.

Assignor:

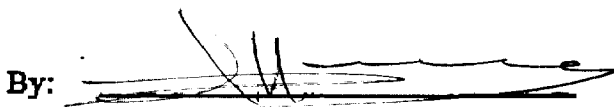
Franciscan Vineyards, Inc.,
a Delaware corporation

Assignee:

H/Q Wines LLC,
a Delaware limited liability company

By: 

Name: Jean-Michel Valette
Title: President

By: 

Name: Agustin Huneus
Title: Managing Member

ASSIGNMENT OF TRADENAMES AND TRADEMARKS

SCHEDULE B

TRADENAMES AND TRADEMARKS

1. TRADENAMES

- Quintessa (fictitious business name statement on file)
- Quintessa of Rutherford (fictitious business name statement on file)

2. TRADEMARKS

A. TRADEMARKS ON FILE

<u>TRADEMARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>APP. OR REG. NO.</u>
QUINTESSA	FVI	U.S.	Registration No. 1,933,427
QUINTESSA	FVI	Canada	Application No. 892,078
QUINTESSA	FVI	European Comm.	Application No. 594390
QUINTESSA	FVI	Japan	Application No. 9-146891
QUINTESSA	FVI	Switzerland	Registration No. 448,920

B. COMMON LAW TRADEMARKS

(including but not limited to the following)

- Trade dress of the Quintessa bottle (including, but not limited to the stylized "Q" embossed in the glass of the bottle)
- The design on the labels (including but not limited to the picture of the vineyards)
- The stylized "Q" standing alone as used on marketing materials and otherwise
- the mark QUINTESSA OF RUTHERFORD
- the mark DRAGON LAKE and the associated picture of the lake, pagoda and other marketing materials

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