

12/22/00

01-12-2001



101580610

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

Receiving party(ies)

BENZIGER FAMILY WINERY

BENZIGER FAMILY WINERY LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State:
- Other

Internal Address:

Street Address:

1883 LONDON RANCH ROAD

City:

GLEN ELLEN

Additional name(s) of conveying parties attached? Yes No

Individual(s) citizenship

Association

General Partnership

Limited Partnership

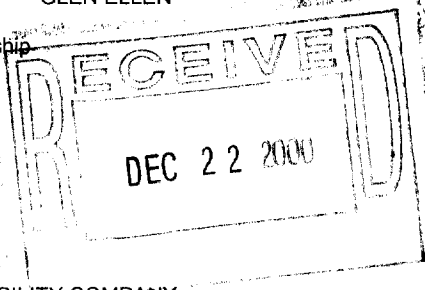
Corporation-State:

Other LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No



3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Execution Date: DECEMBER 13, 2000

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 76/072,144

B. Trademark Registration No(s): 1781659; 1613180; 1650975; 1537592

Additional numbers attached? Yes No

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

Name: Paul W. Vapnek
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41): \$140.00

Enclosed Charge Fees to Deposit Account

x Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Paul W. Vapnek
Name of Person Signing

Paul W. Vapnek
Signature

December 18, 2000
Date

Total number of pages including cover sheet, attachments and document: 3

10. Change Correspondence Address to that of Part 5? x Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

01/11/2001 DNGUYEN 00000081 201430 76072144

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

01 FC:481 40.00 CH
02 FC:482 100.00 CH

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made from Benziger Family Ranch LP, a California Limited Partnership doing business as Benziger Family Winery, having a business address at 1883 London Ranch Road, Glen Ellen, CA 95442 (hereinafter "Assignor"), to Benziger Family Winery LLC a California Limited Liability Company, whose principal place of business is 1883 London Ranch Road, Glen Ellen, CA 95442 (hereinafter "Assignee").

WHEREAS, Assignor claims and warrants that it owns all rights, title and interest of every kind, nature or description in and to the trademarks listed below, (hereinafter "the Marks"), including the U.S. Trademark Applications and Registrations therefor, and all goodwill of the business pertaining thereto, all rights to use or register the Mark or collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "All Rights in the Marks"); and,

| <u>Mark</u> | <u>Reg. No.</u> | <u>Registered</u> |
|---------------------|-----------------|-------------------|
| A TRIBUTE | 1,781,659 | 07/13/93 |
| BENZIGER & Design | 1,613,180 | 09/11/90 |
| FARMING FOR FLAVORS | 1,650,975 | 07/16/91 |
| IMAGERY SERIES | 1,537,592 | 05/02/89 |

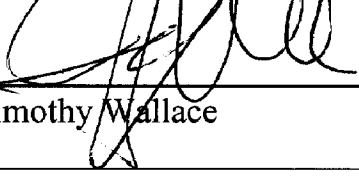
| <u>Mark</u> | <u>Application No.</u> | <u>Filed</u> |
|-------------|------------------------|--------------|
| BENZIGER | Ser. No. 76/072,144 | 06/15/200 |

WHEREAS, Assignor and Assignee wish for Assignee to acquire All Rights in the Marks (including the above-referenced trademark application and registrations and all good will of the business pertaining thereto).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark, including the entire right, title and interest it may hold in and to the Mark, and all past, present and future registrations and applications therefor, including but not limited to above-identified U.S. Trademark Registration, together with the whole of the good will of the business pertaining thereto. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringement(s) of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Assignment.

Benziger Family Ranch LP

Dated: December 13⁰⁰ By: 
Timothy Wallace

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