

01-16-2001



101581893

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Woltner & Co.

01112001

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Ladera Vineyards, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 601 Carlson Parkway

Address (line 2) Suite 350

Address (line 3) Minnetonka  
City

Minnesota  
State/Country

55305  
Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other limited liability company

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

01/16/2001 DNGUYEN 00000219 1925773

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 2212 FRAME: 0823

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (612) 334-8400

Name

David H. Mason, Esq.

Address (line 1)

Briggs and Morgan, P.A.

Address (line 2)

2400 IDS Center

Address (line 3)

Minneapolis, MN 55402

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1925773	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

02-3732

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Briggs and Morgan, P.A.

David H. Mason, Attorney

By:

Signature

1/15/01

Date Signed

Name of Person Signing

# TRADEMARK ASSIGNMENT

**WHEREAS**, Woltner & Co., a California corporation (hereinafter "Assignor"), Woltner Holdings, Inc., Woltner Estates, Ltd., Wolt N.V., Francis DeWavrin-Woltner, Francoise Woltner, the Woltner 1996 Irrevocable Trust (collectively "Sellers") and Ladera Vineyards, LLC, a Delaware limited liability company (hereinafter "Assignee") are parties to that certain Asset Purchase Agreement dated April 27, 2000 (the "Asset Purchase Agreement"); and

**WHEREAS**, Assignor used and is the owner of all right, title and interest in and to a certain trademark related to the Chateau Woltner Business (as that term is defined in the Asset Purchase Agreement) (the "Trademark"); and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Trademark.

**NOW THEREFORE**, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors, assigns and legal representatives, for the territory of the United States of America and throughout the world, the entire right, title and interest owned by Assignor in and to the following Trademark: Chateau Woltner (Federal Trademark Registration #1925773), together with the goodwill of the business symbolized by such mark and owned by Assignor in all countries of the world, all rights to apply for and secure registration or other statutory protection for such Trademark, and all rights to sue and recover for past infringement, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, as fully and entirely, as the same would have been held by and enjoyed by Assignor had this Assignment and sale not been made. Nothing herein shall be deemed to provide any additional representations or warranties, or amend, modify, alter, limit or expand in any respect any representations or warranties in the above-referenced Asset Purchase Agreement, regarding the Assignor's ownership of, rights and interest in and ability to transfer the Trademark.

Assignor further agrees that it will, at any time upon request, execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the Trademark to Assignee and its successors, assigns, or legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed on the date and in the capacities shown below.

WOLTNER & CO.

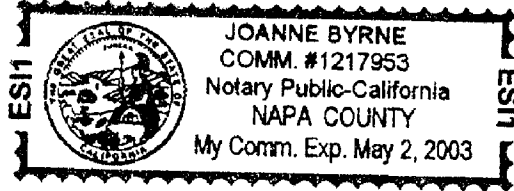
By: *Francis DeWavrin*  
Its: *Vice President*

Date: *01/11/01*

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Napa )

On January 11, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frederique DeWavrin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.



Joanne Byrne  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 200\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

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