

05-24-2002



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Form 1 TO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Big Papa's Investment Group, LLC (formerly known as Alderbrook Vineyard & Winery, LLC) [checkboxes for Individual(s), General Partnership, Corporation-State, Other limited liability company]

2. Name and address of receiving party(ies): Name: Alderbrook Winery, LLC Internal Address: Street Address: 2306 Magnolia Drive City: Healdsburg State: CA Zip: 95448 [checkboxes for citizenship, Association, General Partnership, Limited Partnership, Corporation - State, Other limited liability company]

3. Nature of conveyance: [checkboxes for Assignment, Security Agreement, Other, Merger, Change of Name] Execution Date: January 10, 2002 and August 3, 2001, respectively

4. Application number(s) or registration number(s): A. Trademark Application No. (s) B. Trademark Registration No. (s) 1,927,749; 2,235,161; 2,171,755; 2,203,012

Additional numbers attached [checkbox] Yes [checkbox] No

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 Russ Building, 30th Floor 235 Montgomery Street Street Address: Montgomery Street City: San Francisco State: CA Zip: 94104

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$230.00 [checkbox] Enclosed [checkbox] Authorized to be charged to deposit account 8. Deposit account number: (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 information is true and correct and any attached copy is a true copy of the original document. David E. Stoll, Esq. Signature Date: 5/8/02

Total number of pages including cover sheet, attachments, and document. 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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ASSIGNMENT OF TRADENAMES AND TRADEMARKS

This ASSIGNMENT OF TRADENAMES AND TRADEMARKS (“Assignment”) is made and entered as of January 10, 2002, between BIG PAPA’S INVESTMENT GROUP, LLC, a California limited liability company, FKA ALDERBROOK VINEYARD & WINERY, LLC (“Assignor”) and ALDERBROOK WINERY, LLC, a California limited liability company (“Assignee”).

Background

Assignor owns and operates vineyards and a winery known as the Alderbrook Winery in Healdsburg, California (the “Business”).

In connection with its operation of the Business, Assignor has adopted, used and is using certain tradenames and trademarks, described more thoroughly in attached Schedule I (the “Tradenames and Trademarks”).

This Assignment is entered into in the context of the Master Agreement between Assignor and Terlato Wine Group, Ltd., a Delaware corporation (“Terlato”) dated as of June 12, 2001, as amended from time to time (the “Master Agreement”) and the Alderbrook Winery, LLC Operating Agreement between Assignor and AW Holdings, LLC, dated as of September 1, 2001 (the “Operating Agreement”). These agreements (as described more fully in the Recitals to them) are entered in order to form Assignee for purposes of owning and operating certain vineyards and a winery.

Pursuant to the Master Agreement and the Operating Agreement, simultaneously herewith, Assignor is contributing certain assets to Assignee. In connection with the contribution of assets to Assignee, Assignor desires to assign to Assignee all of Assignor’s interest under those Tradenames and Trademarks.

Assignee is desirous of acquiring said Tradenames and Trademarks.

IN CONSIDERATION of the foregoing, 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. 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.

3. Assignor hereby agrees to execute, acknowledge and deliver, and cause to be executed, acknowledged 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 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.

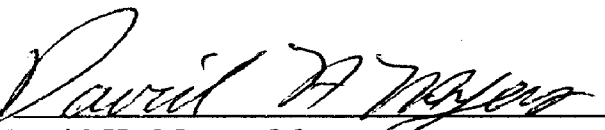
5. Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all liabilities, losses, damages and expenses, including, without limitation, reasonable attorneys' fees, arising out of acts or omissions of Assignee in connection with the Tradenames and Trademarks subsequent to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

6. Each party agrees that the provisions of Article XI (Miscellaneous) of the Master Agreement, including but not limited to the governing law provision, shall apply to this Assignment 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:

BIG PAPA'S INVESTMENT GROUP,
LLC,
a California limited liability company

By: 
David H. Myers, Manager

Assignee:

ALDERBROOK WINERY, LLC,
a California limited liability company

By: _____
William A. Terlato, Manager

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.

3. Assignor hereby agrees to execute, acknowledge and deliver, and cause to be executed, acknowledged 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 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.

5. 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.

6. Each party agrees that the provisions of Article XI (Miscellaneous) of the Master Agreement, including but not limited to the governing law provision, shall apply to this Assignment 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:

BIG PAPA'S INVESTMENT GROUP,
LLC,
a California limited liability company

By: _____
David H. Myers, Manager

Assignee:

ALDERBROOK WINERY, LLC,
a California limited liability company

By: William A. Terlato
William A. Terlato, Manager

Fare 11a Braun & Martel
235 Montgomery St.
San Francisco 94104
Attn: Karen K. Yuen



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State of California

SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 17 2001

Secretary of State



SCHEDULE I

Description of the Tradenames and Trademarks

<u>Trademark/Tradenname</u>	<u>Registration Date</u>	<u>Registration No.</u>
ALDERBROOK	October 17, 1995	1,927,749
ALCALDE	March 23, 1999	2,235,161
OVOC	July 7, 1998	2,171,755
TREDICI	November 10, 1998	2,203,012