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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies):

Codera Wine Group, Inc.

06/17/02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 31, 2002

2. Name and address of receiving party(ies)

Name: Purple Wine Company, LLC

Internal

Address:

Street Address: 561 First Street West

City: Sonoma State: CA Zip: 95476

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

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

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76-220614 75-564504 76-065647

B. Trademark Registration No.(s) 2,333,055 2,333,054 2,329,871 2,321,946 2,348,506

Additional number(s) attached Yes No

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

Name: Paulette R. Carey, Esq.

Internal Address:

Street Address: Buchman & O'Brien, LLP

510 Thornall St., Suite 200

City: Edison State: NJ Zip: 08837

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365

- Enclosed 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.

Paulette R. Carey

Name of Person Signing

Signature

6/12/02 Date

5

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

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

07/08/2002 TDI AZI 00000179 76220614

01 FC:481 02 FC:482

40.00 DP 325.00 DP

TRADEMARK REEL: 002538 FRAME: 0906

Additional Trademark Registration Nos.

1,935,428

1,935,429

1,937,101

1,793,814

1,801,005

1,798,083

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("*Assignment*") is made as of May 31, 2002 (the "*Effective Date*") by Codera Wine Group, Inc., a California corporation ("*Seller*") to Purple Wine Company, LLC ("*Buyer*"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement by and between Seller, Buyer and Codera Production Group, LLC, a limited liability company, dated February 8, 2002 (the "*Asset Purchase Agreement*").

1. **Assignment of Trademarks.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the marks and all goodwill associated therewith set forth on Exhibit A to this Assignment.
2. **Assignment of Copyrights.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Buyer all of its right, title and interest in and to the copyrights related to the marks set forth on Exhibit A to this Assignment.
3. **Effect of Assignment.** Nothing in this Assignment shall modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.
4. **"As Is" Sale.** The sale of the Assets pursuant to this Agreement is on an "as is" basis and, as such, Seller makes no representations or warranties, express or implied, regarding the Assets or the Business. SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the Effective Date.

Codera Wine Group, Inc.

By: *Lauren Barber*
Its: *PRESIDENT*

Agreed to and accepted by:

Purple Wine Company, LLC

By: *[Signature]*
Its: _____

EXHIBIT A

All patents, patent applications, trademarks, service marks, trade and other names (either registered, common law or registration applied for) and copyrights used exclusively in the Business and owned by Seller, including, without limitation, the following assets:

Mark West (USPTO Pending Serial #76-220614)

Foxtail Vineyards & Winery (USPTO Reg #2,333,055)

Marc Cellars (USPTO Reg. #2,333,054)

Giselle (USPTO Reg #2,329,871)

Rose Valley Vineyards & Winery (USPTO Reg. #2,321,946)

Kock-Rabbit (USPTO Reg. #2,348,506)

Bruebeck (USPTO Reg. #1,935,428)

Ritter Cellars (USPTO Reg. #1,935,429)

Randall Monroe (USPTO Reg. #1,937,101)

Azure Peak (USPTO Reg #1,793,814)

Marlo (USPTO Reg #1,801,005)

Avalon (CA Reg. #097318)

Featherstone Winery (USPTO Pending Serial #76-065647)

Synthesis (USPTO Pending Serial #75-564504)

Rovelle (USPTO Reg. #1,798,083)