

09-06-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102214429

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

1. Name of conveying party(ies):  
TESLA VINEYARDS, L.P. *09-03-02*

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

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

2. Name and address of receiving party(ies)  
Name: THE WINE GROUP LLC  
Internal Address: \_\_\_\_\_  
Street Address: 17000 East Highway 120  
City: Ripon State: CA Zip: 95366-0897

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company-Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 22, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,360,001;  
1,124,208; 2,158,801; 1,662,695

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: SCOTT D. MINDEN, ESO.  
Internal Address: Howard, Rice, Nemerovski,  
Canady, Falk & Rabkin, a Professional  
Corporation  
Street Address: Three Embarcadero Center,  
7th Floor  
San Francisco, CA 94111-4024  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: ..... **4**

7. Total fee (37 CFR 3.41).....\$115.00  
 Enclosed; but if found deficient, then  
 Authorized to be charged to deposit account

8. Deposit account number:  
08-2792

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS  
FINANCE SECTION  
2002 SEP -3 AM 9 18

9. Signature.  
SCOTT D. MINDEN  
Name of Person Signing

*Scott D. Minden*  
Signature

8/27/02  
Date

Total number of pages including cover sheet, attachments, and document: **4**

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

09/05/2002 TDIAZ1 00000111 2360001

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

TRADEMARK  
REEL: 2576 FRAME: 0085

**GLOBAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

THIS GLOBAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made, executed and delivered as of August \_\_, 2002 ("Assignment") by and between Tesla Vineyards, L.P., a California limited partnership ("Seller") and The Wine Group LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of August 13, 2002 (the "Agreement"), pursuant to which Seller has agreed to sell, convey, assign, transfer and deliver, and Buyer has agreed to purchase, among other things, Seller's entire right, title and interest in and to the Intellectual Property (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement), all as more fully described in the Agreement; and

WHEREAS, Seller wishes to transfer to Buyer the Intellectual Property and Buyer wishes to acquire the Intellectual Property;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, Seller hereby sells, conveys, assigns, transfers and delivers unto Buyer and its successors and assigns, all of its right, title and interest in and to the Intellectual Property, including, without limitation, the trademark applications and registrations set out in Part 5.15 of the Disclosure Schedule and as identified in Schedule A attached hereto (the "Trademarks"), and including all rights to sue for past, present and future infringement thereof, together with the goodwill of the business connected with such Intellectual Property and symbolized by the Trademarks. It is expressly acknowledged that with respect to the Trademarks for which registration is being sought in the United States under the intent to use provisions of the Trademark Act (15 U.S.C. §1051(b)), Seller is assigning those Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

THIS ASSIGNMENT is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Buyer thereunder.

THIS ASSIGNMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of the date first above written.

TESLA VINEYARDS, L.P.,  
a California limited partnership

By: Tesla Vineyards,  
a California corporation, General Partner

By: [Signature]

Title: CEO

THE WINE GROUP LLC,  
a Delaware limited liability company

By: The Wine Group, Inc.,  
Managing Member

By: [Signature]

Title: CO

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On 8/22, 2002 before me, Janet G. Beverly, Notary Public,  
personally appeared Eric P. Weente, proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his authorized capacity, and that by  
his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Signature of Notary Public



# SCHEDULE A

<b>Mark</b>	<b>Registration No.</b>	<b>Country</b>
CONCANNON	2,360,001	United States
CONCANNON (Stylized)	1,124,208	United States
CONCANNON SELECTED VINEYARD & Design	2,158,801	United States
ASSEMBLAGE	1,662,695	United States