

01-21-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): 1-16-03 KENDALL-JACKSON WINE ESTATES, LTD. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: JACKSON FAMILY FARMS, LLC Internal Address: Street Address: 421 AVIATION BLVD. City: SANTA ROSA State: CA Zip: 95403 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other LIMITED LIABILITY COMPANY 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: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 10/01/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2047153 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: LIZ BERMUDEZ Internal Address: JACKSON ENTERPRISES Street Address: 421 AVIATION BLVD. City: SANTA ROSA State: CA Zip: 95403

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: FINANCE SECTION JAN 16 PM 2:22

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9. Signature. LIZ BERMUDEZ Name of Person Signing [Signature] Signature 12/27/2002 Date

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

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

01/17/2003 ECOOPER 00000049 2047153 01 FC:0521 40.00 DP

TRADEMARK REEL: 002652 FRAME: 0080

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made on October 1, 2002 by and between Kendall-Jackson Wine Estates, Ltd., a Delaware corporation ("Assignor") and Jackson Family Farms, LLC, a California ("Assignee") with reference to the following.

A. Assignor is the owner of the trademark "Artisans & Estates" (the "Mark") and domain name, and is also the registrant of a United States Registration for the Mark (Reg. No. 2047153) the "Registration".

B. Assignee desires to obtain ownership of all rights to the Mark for all commercial purposes, and all good will related thereto, whether such rights are based in common law or under federal or state statute, that Assignor may own or possess as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by Assignor, Assignor and Assignee agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Mark for any and all commercial or business purposes, together with all good will of the business symbolized by the Mark and the Registration for the Mark. The foregoing Assignment of the Mark and the Application shall include without limitation (a) the right to register or renew the Mark in the United States and in any foreign country; (b) all right, title and interest of Assignor in any pending registration applications for the Mark; (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Mark; and (d) the right to sue for and collect damages by reason of any past or future infringement or misuse of the Mark.

2. Consideration. This assignment is made in conjunction with and as consideration for the payment of one hundred dollars (\$ 100.00) by Assignee to Assignor.

3. Further Assurances. Assignor hereby agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Mark, and to effect the assignment and transfer of the Registration to Assignee.

4. No Prior Transfers. Assignor represents and warrants that it has not previously assigned to any third party any right, title or interest in or to the Mark or the associated goodwill. Assignor acknowledges that it shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Mark.

5. Discontinuance. Assignor will immediately discontinue all use of the Mark except for the limited purpose of notifying customers and potential customers that Assignor is no longer using the. Assignor agrees not to adopt or use any mark or name that is substantially similar to the Mark being assigned to Assignee.

6. Additional Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that (a) it has the right to execute, deliver and perform this Assignment and the power and authority to assign the Mark and the Registration; (b) this Assignment is a binding obligation of Assignor enforceable against it in accordance with its terms; (c) it possesses good and valid title to the Mark and the goodwill being assigned to Assignee pursuant to this Assignment; and (d) it is not aware of any claims, threatened claims or other challenges by any third parties which will impair or prevent the use of Mark by Assignee or otherwise relating to any claim of infringement, misappropriation or unfair competition concerning the use of the Mark.

7. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

8. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

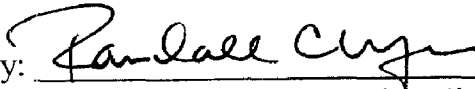
9. Governing Laws. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California.

10. Entire Agreement. This Assignment contains the entire agreement to the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings, discussion, letters of intent, whether written or oral, between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

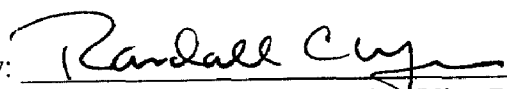
ASSIGNOR:

KENDALL-JACKSON WINE ESTATES, LTD.

By: 
Randall Clifton, Executive Vice President

ASSIGNEE:

JACKSON FAMILY FARMS, LLC

By: 
Randall Clifton, Executive Vice President