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# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OLD JACKSON FAMILY FARMS, LLC	JACKSON FAMILY FARMS, LLC	l03/07/2003 l	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Jackson Family Farms, LLC
Street Address:	421 Aviation Blvd
Internal Address:	Legal Dept
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95403
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number
Serial Number:	76397819

## **CORRESPONDENCE DATA**

Fax Number: (707)547-4767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 707-544-4000

Email: lbermude@kjmail.com
Correspondent Name: Jackson Wine Estates
Address Line 1: 421 Aviation Blvd

Address Line 2: Legal Dept

Address Line 4: Santa Rosa, CALIFORNIA 95403

NAME OF SUBMITTER: Liz Bermudez

TRADEMARK REEL: 002656 FRAME: 0969

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> TRADEMARK REEL: 002656 FRAME: 0970

### ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made as of March 7, 2003, by and between Jackson Family Farms, LLC., a California limited liability company ("Assignor") and Old Jackson Family Farms, LLC, a Delaware limited liability company ("Assignee") with reference to the following.

- A. Assignor is the owner of the trademark "Anakota" (the "Mark"), and is also the applicant of an application for Registration of Trademark for the Mark (Serial No. 76/397819) the "Application".
- 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:

- 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 Application 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. <u>Consideration</u>. This assignment is made in conjunction with and as consideration for the payment of one hundred dollars (\$ 100.00) by Assignee to Assignor.
- 3. <u>Further Assurances</u>. 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 Application to Assignee.
- 4. <u>No Prior Transfers</u>. 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. <u>Discontinuance</u>. 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.

TRADEMARK
REEL: 002656 FRAME 10971

- 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 Application; (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. <u>Absolute and Exclusive Assignment.</u> This Assignment is absolute, exclusive and irrevocable.
- 8. <u>Successors and Assigns.</u> This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 9. <u>Governing Laws</u>. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California.
- 10. <u>Entire Agreement</u>. 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:

OLD JACKSON FAMILY FARMS, LLC

By: Randall Clifton, Executive Vice President

ASSIGNEE:

RECORDED: 05/19/2003

JACKSON FAMILY FARMS, LLC

By: Randall Clifton, Executive Vice President

TRADEMARK
REEL: 002656 FRAME: 0972