

**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
Big Rock Brewery Partnership, an Alberta partnership	Big Rock Brewery, Ltd., a Canada corporation	05/30/2003	PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Duckhorn Wine Company
Doing Business As:	Duckhorn Vineyards
Street Address:	1001 Lodi Lane
City:	St. Helena
State/Country:	CALIFORNIA
Postal Code:	94574
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	2209795

CORRESPONDENCE DATA

Fax Number: (650)213-0260  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (650)812-1300  
 Email: patrademarks@manatt.com  
 Correspondent Name: Manatt, Phelps & Phillips, LLP  
 Address Line 1: 1001 Page Mill Road  
 Address Line 2: Building 2  
 Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	23268.030.10D
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CH \$40.00 2209795

NAME OF SUBMITTER:

Charlotte C. Carberry, Paralegal

Total Attachments: 1

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**TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT** (this "Assignment") is made effective on May \_\_\_\_, 2003, by and between Big Rock Brewery Partnership, an Alberta partnership, with a principal place of business at 5555 76th Avenue, S.E. Calgary, Alberta T2C 4L8, Canada ("Assignor"), and Duckhorn Wine Company, a California corporation, doing business as Duckhorn Vineyards, having a principal place of business at 1000 Lodi Lane, St. Helena, California 94574 ("Assignee").

**WHEREAS**, Assignor has adopted, used, and owns the trademark CANVASBACK (the "Mark"), and owns all rights, title and interest in and to United States Trademark Registration No. 2,209,795 ("Registration") issued on December 8, 1998, a true and correct copy of which is attached hereto as Exhibit 1, together with the goodwill of the business associated with the use of and symbolized by the Mark and Registration;

**WHEREAS**, Assignee desires to acquire all rights, title, and interest in and to the Mark and Registration, including the goodwill of the business associated with the use of and symbolized by the Mark and Registration;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all rights, title, and interests in and to the Mark and Registration as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all rights, title, and interest in and to the Mark and Registration, including all common law rights, together with the goodwill of the business associated with the use of and symbolized by the Mark and Registration.

2. Assignor hereby assigns to Assignee all causes of action, claims, and rights to damages or profits, due or accrued, arising out of past infringement of the Mark, or injury to the goodwill associated with the Mark, as well as the right to sue for and recover remedies under the Mark and Registration in Assignee's own name.

3. Assignor represents and warrants that it will cooperate in any actions necessary for Assignee to prosecute, renew, or register its rights, title and interests in and to the Mark and Registration, including foreign applications or registrations, and to cooperate in any actions brought to enforce or defend the rights accompanying this Assignment.

Dated: May 30, 2003

**Big Rock Brewery Partnership**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title