

12-29-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 3/31/2002)

MPD  
12/17/03

RECORDAT

TRADE



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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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):

J Wine Company, L.P.

Individual(s)

Association

General Partnership

Limited Partnership  
California

Corporation-State

Other

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Termination of License Agreement

Execution Date: December 2, 1999

2. Name and address of receiving party(ies)

Name: JVW Corporation

Internal

Address:

Street Address: 1474 Alexander Valley Road

City: Healdsburg State: CA Zip: 95448

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State: Delaware

Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,223,620

Additional number(s) attached  Yes  No

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

Name: Robert B. Burlingame

Internal Address: Calendar/Docketing Dept.

Pillsbury Winthrop LLP

Street Address: P.O. Box 7880

City: San Francisco State: CA Zip: 94120-7880

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

1

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3975

(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.

Robert B. Burlingame

*Robert Burlingame*  
Signature

10/30/01

Date

Name of Person Signing

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

TRADEMARK  
REEL: 002769 FRAME: 0511

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS AGREEMENT, effective this 2nd day of December, 1999 ("Effective Date"), is between JWV Corporation, a Delaware corporation dba Jordan Vineyard & Winery, having its principal place of business at 1474 Alexander Valley Road, P.O. Box 878, Healdsburg, California, 95448 ("Assignor" or "Licensee") and J Wine Company, L.P., a California Limited Partnership having its principal place of business at 11447 Old Redwood Highway, P.O. Box 6009, Healdsburg, California, 95448 ("Assignee" or "Licensor").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, trade dress and/or trade names listed and identified on attached Schedule A, and the applications and registrations therefore (collectively the "Assigned Marks"), together with the associated goodwill; and

WHEREAS, Assignor, Assignee and certain other parties have entered into that certain trademark assignment and license agreement dated May 29, 1997 (the "1997 License Agreement") by which Assignor has licensed the right to use the Assigned Marks to Assignee; and

WHEREAS, the parties desire to terminate the 1997 License Agreement; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignor desires to continue to use one of the Assigned Marks, specifically the "Square Top J" mark listed on attached Schedule B (the "Licensed Mark"), in the marketing and sale of still wines and the other products listed on attached Schedule C (collectively the "Licensed Products"), and on its property;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties hereby agree as follows:

1. The 1997 License Agreement. The parties hereby mutually agree to terminate the trademark license granted to Jordan Sparkling Wine Company in the 1997 License Agreement.

2. Assignment. Assignor hereby assigns to Assignee, free and clear of any liens and encumbrances, any and all right, title and interest in and to the Assigned Marks, and any associated goodwill. Assignee shall bear all costs of recording this assignment of the Assigned Marks with the necessary government authorities in the necessary countries.

3. License. Licensor hereby grants to Licensee an irrevocable, royalty free, exclusive, worldwide license to use the Licensed Mark on the Licensed Products subject to the further terms of this Agreement.

(a) Exclusivity. The exclusivity conveyed by this license shall extend against the Licensor. Notwithstanding its ownership of, and right to use, the Assigned Marks, Licensor shall not use a "Square Top J" as identified on Schedule B, or any confusingly similar mark.

(b) Licensee's Restrictions. Licensee agrees not to use the "J" mark in any format other than the "Square Top J" as identified on Schedule B. Specifically, Licensee agrees not to use: any yellow "J"; any "J" of any color with brushstroke or bubble definition; any "J" of any color whether by itself or as part of a composite graphic on any wine, beverage, or food label or product; or any "J" of any color as the sole design on a wine bottle neck. Notwithstanding the foregoing, Licensee may use the "Square Top J" alone or with other elements on the neck, foil or top of a wine bottle, anywhere on all other Licensed Products, and on any of its property.

(c) Licensed Products. The list of Licensed Products may be modified from time to time upon Licensor's prior written consent, such consent not to be unreasonably withheld, or upon Licensor's failure to disapprove Licensee's written request for modification as provided in this Section 2(c). Licensor shall disapprove any written request for modification from Licensee within thirty (30) days following Licensor's receipt of such request. If Licensee has not received written disapproval of such request within such thirty (30) day period, the request shall be deemed approved.

(d) Sublicense and Assignment. The Licensed Mark may not be sub-licensed, and Licensee shall not assign any rights or obligations hereunder, without Licensor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensor may immediately terminate this Agreement if and when Licensee is no longer under the majority control of members of the family of Thomas N. Jordan, Jr. Licensee shall not be required to destroy any item which bears the Licensed Mark at the time this Agreement is terminated.

(e) Security Interest. Licensee shall have the right to assign a security interest in its license, with the prior written consent of Licensor, such consent not to be unreasonably withheld. The license and security interest in such license may not otherwise be conveyed without Licensor's prior written approval. Such assignment shall convey only a security interest in Licensee's license to the Licensed Mark, and title to such mark shall remain in the Licensor.

4. Jordan Mark and Name. During the one hundred twenty (120) day period following the Effective Date of this Agreement (the "Phase Out Period"), Licensor shall phase out all use of JORDAN as a trade name, company name, trademark or service mark. At the expiration of the Phase Out Period, Licensor shall destroy any of its remaining and unused letterhead, labels, invoices, brochures, internal documents such as

employee training materials, advertising, promotional information, signage, or other materials which bear the JORDAN mark or name and, thereafter will forever cease all use of the JORDAN mark or name, and will not adopt, use or attempt to register any other mark or name which is confusingly similar to the JORDAN mark or name.

5. Non-competition. During the term of this Agreement, Licensor agrees not to produce or sell any wines which carry a type designation of Cabernet Sauvignon or Cabernet which are labeled with the J mark. During the term of this Agreement, Licensee agrees not to produce or sell any more than seven thousand (7,000) cases annually of wines which carry a type designation of Pinot Noir which are labeled with the JORDAN mark.

6. Term. The term of this Agreement will commence as of its Effective Date and will continue to renew automatically for periods of twenty (20) years unless otherwise terminated by: (1) Licensee at any time, (2) Licensor under Section 3(d), or (3) the mutual written agreement of the parties.

7. Quality Standards. Licensor shall have the right at all times to ensure that the Licensed Products which bear the Licensed Mark maintain minimum quality standards as follows:

(a) The quality of the Licensed Products which bear the Licensed Mark, as well as the quality of all packaging, tags, labels, press releases, advertising, promotional, display and other materials prepared in connection with the Licensed Products which bear the Licensed Mark (collectively "Packaging and Promotional Materials") will be at all times at least equal to the present quality of the Licensed Products and the Packaging and Promotional Materials, all of which Licensor hereby approves.

(b) Licensee shall not institute any new or materially different display of the Licensed Mark on and in connection with the Licensed Products without Licensor's prior written consent, such consent not to be unreasonably withheld, or Licensor's failure to disapprove Licensee's written request for such consent pursuant to this Section 7(b). Licensor shall disapprove any written request for modification from Licensee within thirty (30) days following Licensor's receipt of such request. If Licensee has not received written disapproval of such request within such thirty (30) day period, the request shall be deemed approved.

(c) Licensor shall have the right, on reasonable request and notice, to inspect the Licensed Products which bear the Licensed Mark and the facilities where such Licensed Products are produced, displayed and sold, in order to assure that the quality standards of this Agreement are being observed.

(d) Beginning in 2000 and each year thereafter, Licensee shall provide to Licensor one (1) nine liter (9L) case of each class and type of the wine produced that year on which the Licensed Mark appears, in order to assure that the quality standards of this Agreement are being observed.

(e) Licensee warrants that all Licensed Products which bear the Licensed Mark sold under this Agreement will be manufactured, labeled, sold and advertised in compliance with all applicable national, federal, state and local laws and regulations.

8. Ownership. Licensee confirms Licensor's ownership of the Licensed Mark, and Licensee agrees that all its use of the Licensed Mark will inure to Licensor's benefit. Licensee agrees not to contest Licensor's rights in and to the Licensed Mark, or to perform any act or omission adverse to those rights.

(a) Exclusively Licensed Marks. Licensor agrees not to use or license to others to use the Licensed Mark or any confusingly similar mark, on any Licensed Products or Sparkling Wine Products without Licensee's prior written consent.

(b) Action in Furtherance of Ownership. Licensee will operate fully and in good faith with Licensor for the purpose of securing, preserving and protecting Licensor's rights in and to the Licensed Mark. Licensee will execute at any time any documents, and take such other actions as Licensor may reasonably request, to register, record, enforce or assign Licensor's rights in the Assigned Marks.

(c) Registration. Licensor agrees, upon reasonable notice from Licensee, to register the Licensed Mark in any additional countries where the "J" mark is not already registered and where the Licensed Mark is in use. Such registrations shall be in the name of Licensor and Licensor shall be the owner of all right, title and interest in the Licensed Mark in such countries, however Licensee shall bear all costs of registration.

#### 9. Warranty and Indemnification.

(a) Assignor represents and warrants that it owns all right, title and interest in and to the Assigned Mark and that there are no outstanding encumbrances, licenses, or other agreements of any kind which would preclude Assignor from assigning the Assigned Marks, free and clear of encumbrances, licenses, and other agreements of any kind.

(b) Licensee hereby indemnifies and holds Licensor harmless from any liability, loss, damage, cost or expense (including attorney's fees and related costs and expenses) arising out of any claim or suit concerning any alleged defect in any Licensed Product sold by Licensee under this Agreement; any allegation that the manufacture, labeling, sale or advertisement of any such Licensed Product violates any applicable federal, state or local law or regulation; any allegation that Licensee's use of the Licensed Mark in connection with the Licensed Products infringes any third party's rights in the Licensed Mark or any confusingly similar mark. Licensor will give prompt notice to the Licensee of any occurrence for which it will seek indemnification.

(c) Licensor hereby indemnifies and holds Licensee harmless from any liability, loss, damage, cost or expense (including attorney's fees and related costs and expenses) arising out of any claim or suit concerning any alleged defect in any products sold by

Licensors utilizing any Assigned Marks other than the Licensed Mark; any allegation that the manufacture, labeling, sale or advertisement of any such products utilizing any Assigned Marks other than the Licensed Mark violates any applicable federal, state or local law or regulation; or any allegation that Licensor's use of any Assigned Marks other than the Licensed Mark in connection with such products infringes any third party's rights in the Assigned Marks or any confusingly similar mark. Licensee will give prompt notice to the Licensor of any occurrence for which it will seek indemnification.

#### 10. Infringement.

(a) Licensee shall report to Licensor in writing any alleged infringement of the Licensed Mark of which it becomes aware. Conversely, Licensor shall report to Licensee in writing any alleged infringement of the Licensed Mark of which it becomes aware.

(b) Licensor will have the sole right to determine whether to institute litigation and, if so, whether to institute such litigation in its own name or in the name of Licensee, or to join Licensee as a party thereto. If Licensor brings an action against any infringer, Licensee will cooperate fully with Licensor and lend whatever assistance Licensor reasonably requests in the prosecution of the litigation, at Licensor's sole cost and expense.

(c) As to the Licensed Mark and the Licensed Products, Licensee, at its sole cost and expense, may institute litigation in its own name with the consent of Licensor, such consent not to be unreasonably withheld. In the event of such litigation, Licensee will be entitled to the entire amount of any recovery therefrom.

11. Termination. In the event this Agreement is terminated for any reason, all rights in the Licensed Mark will automatically revert to Licensor.

#### 12. Dispute Resolution.

(a) Mediation. The parties shall attempt in good faith to resolve by mediation any dispute arising out of or relating to this Agreement, or the enforcement, validity or breach thereof ("Dispute"). Either party may initiate a mediation proceeding by a request in writing to the other party, and thereupon, the parties shall be obligated to engage in a mediation.

(b) Arbitration. Any Dispute which has not been resolved by mediation, within thirty (30) days of the initiation of such procedure, shall be settled by final and binding arbitration before a panel of three (3) arbitrators. The place of arbitration shall be Healdsburg, California. The arbitrators: (a) are not empowered to award damages in excess of compensatory damages; and (b) shall award the prevailing party its attorneys' fees, costs and expenses incurred in the arbitration, whether or not such fees, costs and expenses would otherwise be recoverable under applicable statutes and rules of Court. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(c) Judicial Review. The parties expressly reserve the right to obtain review of any decision of the arbitrator by petition to confirm or vacate, and to appeal any decision of the court upon such petition.

13. Notice. Unless the parties give each other written notice otherwise, all documents and other materials requested by either one, or required by this Agreement, shall be delivered or sent to the addresses and/or facsimile numbers given below. The parties shall notify each other in writing promptly of any change of address. All notices under this Agreement will be in writing and will be considered given when sent by facsimile (after confirmation of transmission), or when delivered personally or sent by registered or certified mail, return receipt requested, or by prepaid telegram or internationally recognized express carrier, to the other party at each and every of the following addresses or facsimile numbers:

**To Licensor:**

Judy Jordan  
J Wine Company  
11447 Old Redwood Highway  
P.O. Box 6009  
Healdsburg, California 95448  
Facsimile: (707) 431-5410

**To Licensee:**

Thomas N. Jordan, Jr.  
Harley Conner  
JVW Corporation  
1474 Alexander Valley Road  
P.O. Box 878  
Healdsburg, California 95448  
Facsimile: (707) 431-5262

14. Governing Law. This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of California applicable to agreements made and to be performed entirely therein, and the parties submit and consent to the jurisdiction of the courts of the State of California, including federal courts located therein, in any action brought to enforce (or otherwise relating to) this Agreement. The parties consent to service of process in any manner permitted by the laws of the State of California.

15. Successors and Assigns. Each party represents and warrants to the other that it has the full right, power and authority to execute and perform this Agreement. Unless otherwise mutually agreed by the parties, this Agreement will benefit and bind the

parties, their permitted successors and assigns, and their subsidiaries, partners, heirs, and affiliates. Nothing herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

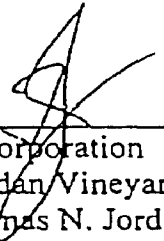
16. Entire Agreement. This Agreement contains a complete statement of all arrangements between the parties relating to its subject matter, supersedes all existing agreements between them relating to its subject matter; and may not be changed orally.

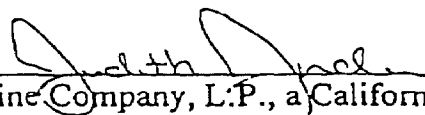
17. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall be deemed an original.

18. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed as a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing.

19. Headings. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

  
\_\_\_\_\_  
JVW Corporation  
dba Jordan Vineyard & Winery  
by Thomas N. Jordan, Jr.  
its President

  
\_\_\_\_\_  
J Wine Company, L.P., a California limited partnership  
J. L. Jordan Company, a California corporation, as General Partner  
by Judith L. Jordan  
its President



SCHEDULE A  
ASSIGNED MARKS

<u>Country</u>	<u>Mark and Registration/Application Number</u>
Australia	J - Reg. No. B 553910 JJJJ - Reg. No. B 553911
Benelux	J - Reg. No. 501,903 JJJJ - Reg. No. 504,909
Bermuda	J - Reg. No. 21,434
Canada	J - Reg. No. 425,507 JJJJ - Reg. No. 444,232
Dominican Republic	J - Reg. No. 83,153 JJJJ - Reg. No. 83,155
European Community	J - App. No. 205,609
France	J - Reg. No. 1,655,979 JJJJ - Reg. No. 1,655,978
Germany	J - Reg. No. 2,020,550 J - Reg. No. 2,022,696
Hong Kong	J - Reg. No. B5/1995 JJJJ - Reg. No. B4/1995
Italy	J - Reg. No. 612282 JJJJ - Reg. No. 612281
Japan	J - Reg. No. 2655348 JJJJ - Reg. No. 2666014
Mexico	J - Reg. No. 421,464 JJJJ - Reg. No. 400,129
New Zealand	J - Reg. No. B209411 JJJJ - Reg. No. B209412
Singapore	JJJJ - App. No. 3961/91

CountryMark and Registration/Application Number

Sweden	J	- Reg. No. 237,667
	JJJJ	- Reg. No. 237,668
Switzerland	J	- Reg. No. 389,344
	JJJJ	- Reg. No. 389,345
Taiwan	J	- Reg. No. 00547865
United Kingdom	J	- Reg. No. B1461422
	JJJJ	- Reg. No. B1461426
United States	J	- Reg. No. 1,735,792
	JJJJ	- Reg. No. 1,820,781

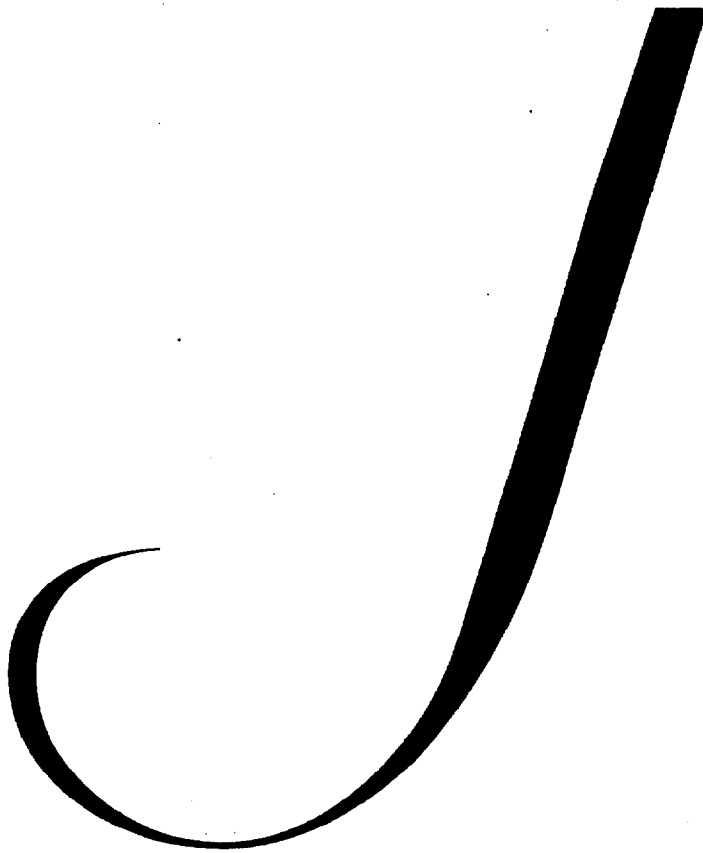
SCHEDULE B

LICENSED MARK

Mark: J (Stylized) known as "Square Top J"

Sample of Mark: See below

[Copy Sample of Mark Here]

A large, bold, black stylized letter 'J' is centered on the page. The letter has a thick, uniform stroke and a curved tail that loops back to the left. At the top of the page, there are two pairs of small black marks, each consisting of a semi-circle above a solid circle, resembling punch holes or registration marks.

SCHEDULE C

LICENSED PRODUCTS

1. Still wine
2. Clothing (e.g., shirts, hats, jackets, scarves)
3. Furniture and accents for the home (e.g., tables and other wooden objects, statues, art reproductions, linens and other fabrics)
4. Paper products and printed materials (e.g., stationary, note pads, wrapping paper, stickers, ribbons, bags, boxes, lithographs, prints, engravings, advertising and promotional materials)
5. Products for the service of wine (e.g., corkscrews, wine buckets and coolers, wine carriers, foil cutters, funnels, tasting cups)
6. Tableware and accessories (e.g., plates, cups, glasses, utensils, placemats, coasters)
8. Personal items (e.g., journals and organizers, pens, paperweights, umbrellas, hand bags, key fobs, jewelry)