

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parducci Wine Estates, L.L.C.		04/14/2004	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Marilynn Thoma
Street Address:	724 Twelfth Street
Internal Address:	Lobby Office
City:	Wilmette
State/Country:	ILLINOIS
Postal Code:	60091
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2170244	SORCERY
Serial Number:	76449388	ALCHEMY
Serial Number:	75627618	PARASOL
Registration Number:	2560198	STONE'S THROW VINEYARD

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-610-6159
 Email: boxip@hhlaw.com
 Correspondent Name: Valerie Brennan
 Address Line 1: 8300 Greensboro Drive, Suite 1100
 Address Line 2: Box Intellectual Property
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	67644.04
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CH \$115.00 2170244

NAME OF SUBMITTER:

Valerie Brennan

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment") is entered into this 14th day of April, 2004 by and between Parducci Wine Estates, L.L.C., a California limited liability company with offices located at 501 Parducci Road, Ukiah, CA 95482 ("Assignor") and Marilyn Thoma, an individual citizen of the United States with offices located at 724 Twelfth St., Lobby Office, Wilmette, IL 60091 ("Assignee").

WHEREAS, Assignor is the owner of registrations and applications for federal registration of the marks SORCERY (Registration No. 2,170,244), ALCHEMY (Serial No. 76/449,388), PARASOL (Serial No. 75/627,618) and STONE'S THROW VINEYARD (Registration No. 2,560,198) for wine (collectively, the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks from Assignor, and Assignor desires to assign the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Assignee's payment to Assignor of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including all federal and state trademark registrations and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.
2. Except as licensed by Assignee, Assignor shall make no further use of the Marks on or in connection with any goods or services that may be likely to be confused with the use of the Marks on or in connection with wine, nor shall Assignor challenge Assignee's use of the Marks either before or after the date of this Agreement.
3. Assignor represents and warrants (i) that it owns all right, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including the federal applications or registrations therefor free and clear of all encumbrances, (ii) that it has not licensed the Marks to any other person or entity or granted any rights with respect to the Marks to any other person or entity.
4. In order to establish Assignee's ownership of the Marks, Assignor shall execute and deliver to Assignee the Trademark Assignment, attached hereto as Exhibit A. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to

confirm Assignee's title to the Marks and any and all federal and state registrations thereof or applications therefor, and to assist Assignee in exercising all rights with respect thereto.

5. Assignee, at its own cost and expense, shall record the fully executed Trademark Assignments attached hereto with the United States Patent and Trademark Office.

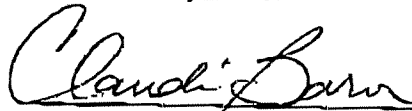
6. This Assignment constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the parties. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Parducci Wine Estates, L.L.C.

By:



Name:

CLAUDIA BARON

Title:

GENERAL MANAGER

ASSIGNEE:

Marilynn Thoma



Exhibit A

IN THE UNITED STATES TRADEMARK OFFICE

Marks:
SORCERY (Registration No. 2,170,244)
ALCHEMY (Serial No. 76/449,388)
PARASOL (Serial No. 75/627,618)
STONE'S THROW VINEYARD (Registration
No. 2,560,198)

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NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks and the right to sue and collect damages and/or profits for past infringements of the Marks.

4-13-04

Date

Parducci Wine Estates, L.L.C.

By:

Claudia Baron

Name:

CLAUDIA BARON

Title:

General Manager