

01-30-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102657657

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-23-04
Cecchetti Sebastiani Cellar, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: December 18, 2003

2. Name and address of receiving party(ies)
Name: Don Sebastiani & Sons International Wine Negotiants

Internal Address: _____

Street Address: 135 West Napa Street, Second Floor

City: Sonoma State: CA Zip: 95476

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- 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)

1,888,785 2,547,321 2,547,328

Additional number(s) attached Yes No

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

Name: Frank R. Bailey, III

Internal Address: _____

Spaulding McCullough & Tansil LLP

Street Address: _____

3550 Round Barn Boulevard, Suite 306

City: Santa Rosa State: CA Zip: 95403

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

JAN 23 AM 8:27
OPR/FINANCE

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.

Frank R. Bailey, III

January 23, 2004

Name of Person Signing

Signature

Date

01/29/2004 DBYRNE 0000096 1888785

9

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

01 FC:8521
02 FC:8522

40.00 UP
50.00 UP

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

TRADEMARK
REEL: 002905 FRAME: 0690



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 19 2003



Kevin Shelley
Secretary of State

DEC 18 2003

KEVIN SHELLEY
Secretary of State**AGREEMENT OF MERGER BETWEEN
CECCHETTI SEBASTIANI CELLAR, INC.****AND****DON SEBASTIANI & SONS INTERNATIONAL WINE NEGOCIANTS**

THIS AGREEMENT OF MERGER ("Agreement") is made and entered as of December 19, 2003, by and between CECCHETTI SEBASTIANI CELLAR, INC., a California corporation ("CSC") and DON SEBASTIANI & SONS INTERNATIONAL WINE NEGOCIANTS, a California corporation ("DSS").

RECITALS

- A. CSC is a duly licensed producer and blender of wine.
- B. DSS is a duly licensed wholesaler of wine.
- C. CSC and DSS have the same shareholders and principal managers and wish to consolidate their business operations by merging DSS into CSC in accordance with this Agreement to simplify management and operations of the affiliated operations.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants provided herein, the parties agree as follows:

1. Merger. As of the Effective Date, as defined below, a merger will take place ("the Merger") whereby DSS will be merged with and into CSC, and CSC will be the Surviving Corporation. (The term "Surviving Corporation" appearing in this Agreement denotes CSC after consummation of the Merger.) The Merger is made pursuant to California General Corporation Law, Chapter 11, commencing with California Corporation Code Section 1100. CSC's corporate name will be changed as provided herein, however, its existence, and all its purposes, powers, and objectives will continue unaffected and unimpaired by the Merger, and as the Surviving Corporation it will succeed to all of DSS's rights, assets, liabilities, and obligations. All rights of creditors and all liens on the property of DSS will be preserved, unimpaired, limited in lien to the property affected by such liens immediately before the Merger. On the Effective Date, the separate corporate existence of DSS will cease.

2. Effective Date. The parties hereto shall cause the Merger to be consummated by filing this Agreement with the Secretary of State of California in accordance with the provisions of the California Corporations Code, and such date of

filing shall be the Effective Date of the Merger. The parties shall endeavor to cause the Secretary of State of California to accept such filing as of December 19, 2003.

3. Articles of Incorporation.

(a) The articles of incorporation of CSC, as of the Effective Date, are amended and restated as set forth in the Restated Articles of Incorporation attached hereto as Exhibit A and made a part hereof.

(b) The articles of incorporation of CSC, as amended and restated in the attached Restated Articles of Incorporation, shall be the articles of incorporation of the Surviving Corporation until subsequently altered, amended, or repealed.

4. Bylaws. CSC's bylaws in effect immediately before the Effective Date, will remain the bylaws of the Surviving Corporation without change or amendment until they are duly altered, amended, or repealed.

5. Officers and Directors. The directors and officers of CSC in office immediately before the Effective Date will become the directors and officers of Surviving Corporation, and will continue as directors and officers of Surviving Corporation until such time as their successors have been elected and qualified as provided for in the articles of incorporation and bylaws of Surviving Corporation.

6. Conversion of Shares. In and by virtue of the Merger, the shares of stock of the constituent corporations outstanding at the Effective Date will be converted as follows:

(a) On the Effective Date, each issued and outstanding share of DSS's common stock, no par value, will, by virtue of the Merger and without any further action on the part of DSS, Surviving Corporation, or the shareholders, be converted into .028235 shares of common stock of the Surviving Corporation, rounded off to whole shares.

(b) On the Effective Date, each issued and outstanding share of CSC's common stock, no par value, will continue to exist, without change or modification as the same issued and outstanding share of common stock, no par value, of the Surviving Corporation.

(c) On the Effective Date, the stock transfer books of DSS will be closed, and thereafter no transfers of shares of DSS common stock will be made or consummated.

7. Termination. The president of each of the constituent corporations, DSS and CSC, shall have authority to terminate this Agreement any time before the Effective Date by written notice attached to this Agreement. In the event of termination, this Agreement will automatically be void and of no further force and effect.

8. Choice of Law. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of California.

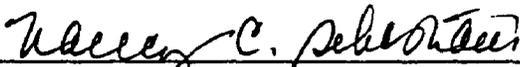
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written by their officers or agents thereunto duly authorized.

DON SEBASTIANI & SONS INTERNATIONAL
WINE NEGOCIANTS, a California corporation

By: 

Don A. Sebastiani, President

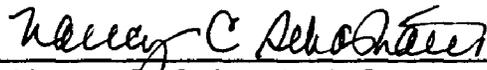
By: 

Nancy C. Sebastiani, Secretary

CECCHETTI SEBASTIANI CELLAR, INC., a
California corporation

By: 

Don A. Sebastiani, President

By: 

Nancy C. Sebastiani, Secretary

EXHIBIT A

RESTATED

ARTICLES OF INCORPORATION

I

The name of this corporation is DON SEBASTIANI & SONS INTERNATIONAL WINE NEGOCIANTS.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation is authorized to issue only one class of shares of stock, which shall be designated common stock, and the total number of shares which this corporation is authorized to issue is One Hundred Thousand (100,000).

IV

A. Limitation of Directors' Liability. The personal liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law as it now exists or as it may hereafter be amended in a manner more favorable to directors.

B. Indemnification of Corporate Agents. This corporation is authorized to provide indemnification of its "agents," as defined in Section 317 of the California Corporations Code (the "Code"), through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the Code to the fullest extent permitted under California law, subject only to the limits set forth in Section 204 of the Code with respect to actions for breach of duty to the Corporation and its shareholders. If, after the effective date of these Articles, California law is amended in a manner which permits a corporation to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its agents or other persons, in any such case to a greater extent than is permitted on such effective date, the references in these Articles to "California law" shall to that extent be deemed to refer to California law as so amended.

C. Repeal or Modification. Any repeal or modification of the provisions of this Article V shall not adversely affect any right or protection of a director or agent of this corporation existing at the time of such repeal or modification.

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CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

Don A. Sebastiani and Nancy C. Sebastiani certify that:

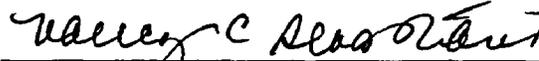
1. They are the duly elected and acting President and Secretary, respectively, of CECCHETTI SEBASTIANI CELLAR, INC., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 50,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 17, 2003



Don A. Sebastiani, President



Nancy C. Sebastiani, Secretary

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

Don A. Sebastiani and Nancy C. Sebastiani certify that:

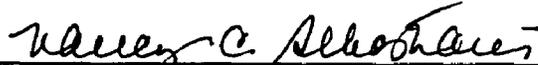
1. They are the duly elected and acting President and Secretary, respectively, of DON SEBASTIANI & SONS INTERNATIONAL WINE NEGOCIANTS, a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 800,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 17, 2003



Don A. Sebastiani, President



Nancy C. Sebastiani, Secretary

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RECORDED: 01/23/2004

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