

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Byron Vineyard & Winery, Inc.		03/15/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Legacy Estate Group LLC		
<b>Street Address:</b>	3022 St. Helena Hwy., North		
<b>Internal Address:</b>	P.O. Box 410		
<b>City:</b>	St. Helena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94574		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1813969	BYRON	
Registration Number:	2404768	IO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)324-6050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-324-7000		
<b>Email:</b>	sv-trademark@hewm.com		
<b>Correspondent Name:</b>	Harold Milstein		
<b>Address Line 1:</b>	275 Middlefield Road		
<b>Address Line 2:</b>	Heller Ehrman LLP		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>NAME OF SUBMITTER:</b>	Harold Milstein		
<b>Signature:</b>	/HaroldMilstein/		

OP \$65.00 1813969

Date:

03/21/2005

**Total Attachments: 2**

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**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS ("ASSIGNMENT") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by **BYRON VINEYARD & WINERY, INC.**, a California corporation ("BVW," and together with RMC, the "Sellers"), in favor of **THE LEGACY ESTATE GROUP LLC**, a California limited liability company ("Buyer").

RECITALS

**WHEREAS**, Sellers and Buyer have entered into that certain Asset Purchase and Sale Agreement dated February 22, 2005 (the "Asset Purchase and Sale Agreement"), pursuant to which Buyer will purchase from Sellers, and Sellers will sell to Buyer, certain of the assets and liabilities of BVW; and

**WHEREAS**, Sellers are the owner of the following trademarks, and the applications and registrations therefor (the "Trademarks"):

U.S. Trademark Registration for **Byron** (Registration No. 1813969)

U.S. Trademark Registration for **Io** (Registration No. 2404768)

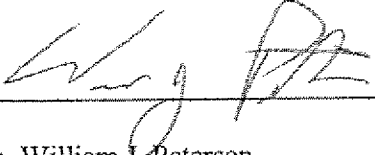
**WHEREAS**, in connection with the sale of assets by Sellers to Buyer under the Asset Purchase and Sale Agreement, Sellers desire to assign, and Buyer desires to receive, all right title and interest in and to the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Sellers do hereby assign to Buyer, its successors and assigns, all of Sellers' right, title, and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, without representation or warranty of any kind other than as set forth in the Asset Purchase and Sale Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Sellers have caused this Assignment to be executed on the date first above written.

BYRON VINEYARD & WINERY, INC.

By:  \_\_\_\_\_

Name: William J. Petersen

Title: Assistant Secretary