

**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>
Carneros Creek Winery LLC		03/09/2004	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Briarcliff Wine Group, LLC		
<b>Street Address:</b>	2100 Jackson Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94115		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1383637	CARNEROS CREEK WINERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)369-8930		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-369-7505		
<b>Email:</b>	trademark@thelenreid.com		
<b>Correspondent Name:</b>	E. Lynn Perry		
<b>Address Line 1:</b>	P.O. Box 190187		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94119-0487		
<b>NAME OF SUBMITTER:</b>	E. Lynn Perry		
<b>Signature:</b>	/E. Lynn Perry/		
<b>Date:</b>	09/30/2005		

OP \$40.00 1383637

Total Attachments: 5

**900033131**

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## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of March 9, 2004 (this "*Agreement*"), by and among Carneros Creek Winery, LLC, a California limited liability company with offices at 1285 Dealy Lane, Napa, California, and Carneros Creek Winery, Inc., a California corporation (together "*Seller*"), and Briarcliff Wine Group, LLC., a California limited liability company, with offices at 2100 Jackson Street, San Francisco, CA 94115 ("*Buyer*").

### WITNESSETH:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain wine inventory and intellectual property.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and intending to be legally bound hereby, the parties agree as follows:

### ARTICLE I

#### DEFINITIONS

SECTION 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Action*" means any litigation, suit, claim, action, investigation, preceding or controversy before any arbitrator or Government Entity.

"*Agreement*" or "*this Agreement*" means this Asset Purchase Agreement and all amendments hereto made in accordance with the provisions of Section 8.09.

"*Bill of Sale*" has the meaning specified in Section 2.03.

"*Business Day*" means any day that is not a Saturday, a Sunday or other day on which banks are required by Law to be closed in the state of California.

"*Buyer*" has the meaning specified in the recitals to this Agreement.

"*Closing*" has the meaning specified in Section 2.04.

"*Closing Date*" has the meaning specified in Section 2.04.

"*Encumbrance*" means any security interest, pledge, mortgage, lien (including, without limitation, environmental and tax liens), charge, encumbrance, adverse claim, preferential, arrangement, or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

"*Governmental Entity*" means any domestic or foreign governmental, regulatory or administrative authority, agency or commission, any court, tribunal or body, or any quasi-governmental or private body exercising any judicial, regulatory, taxing, importing or other governmental authority.

"*Governmental Order*" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity.

## ARTICLE II PURCHASE AND SALE

SECTION 2.01 Assets to Be Sold. On the Closing Date, upon the terms and subject to the conditions of this Agreement, Seller will, on an "as is" and "where is" basis, and without any representation or warranty of any kind (other than as set forth in Article III of this Agreement), sell, assign, transfer, convey and deliver to Buyer or cause to be sold, assigned, transferred, conveyed and delivered to Buyer, and Buyer will purchase from Seller all of the following assets (the "*Purchased Assets*"):

- (a) all of the Intellectual Property Assets and Marks of Seller listed on Schedule 2.01(a), including the goodwill pertaining thereto; and
- (b) the Inventory of Seller listed on Schedule 2.01(b).

SECTION 2.02 Consideration. The entire consideration to be paid by Buyer for the Purchased Assets (the "*Purchase Price*") shall be \$ \_\_\_\_\_, plus California excise taxes, based upon the Inventory list attached as Schedule 2.01(b). Upon execution of this Agreement, Buyer shall pay to Seller an initial deposit of \_\_\_\_\_ which shall become nonrefundable upon Seller's fulfillment of the conditions set forth in Section 6.02. The Purchase Price shall remain regardless of any sales or other nondelivery of wines listed on Schedule 2.01(b), except that if any bottled/cased inventory is sold between February 20, 2004 and the Closing Date it shall be replaced by an equivalent amount of Los Carneros Reserve 2002, at a value equal to \$70.00 per case plus the cost differential per case between using natural instead of synthetic corks. Excise taxes shall be paid as agreed by the parties.

SECTION 2.03 Allocation. The Purchase Price shall be allocated among the Purchased Assets as agreed upon by Seller and Buyer, such allocation to be completed no later than 10 days from Closing; provided, however, that the allocation shall not include any allocation for goodwill. Seller and Buyer agree to make consistent use of the agreed allocation for all Tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including reports to be filed under Section 1060 of the Internal Revenue Code and neither party will take any position inconsistent therewith in any Tax Return, in any refund claim, in any litigation, or otherwise. Seller and Buyer each agree to file IRS Form 8594, and any corresponding state tax forms, on a timely basis.

SECTION 2.04 Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets shall take place at 4:00 PM local time at the offices of Buyer on April 1, 2004 (the "*Closing*" or "*Closing Date*").

### SECTION 2.05 Closing Deliveries.

- (a) At the Closing, Seller will deliver or cause to be delivered the following documents to Buyer:
  - (i) a bill of sale in substantially the form of the Bill of Sale; and
  - (ii) a trademark and trademark application assignment in substantially the form of the Registered Trademark and Trademark Application Assignment attached hereto as Exhibit A; and
  - (iii) any other document reasonably requested by Buyer that is necessary to complete the transactions contemplated by this Agreement.

Schedule 2.01(a)

Marks and Intellectual Property Purchased

Carneros Creek Cellars  
Carneros Wine Cellars  
Carneros Hills Cellars  
Carneros Creek Winery\*  
Carneros Winery  
Carneros Cellars  
Carneros Hill Winery  
Carneros Vineyards  
Carneros Foothill Winery  
Carneros Knolls Winery  
Carneros Signature  
Cote de Carneros Cellars  
Cote de Carneros\*  
La Tour Carneros  
Carneros Ridge

\*These two marks are the subject of filings in the USPTO and those applications and filings are further assigned by Seller to Buyer pursuant to the **REGISTERED TRADEMARK AND TRADEMARK APPLICATION ASSIGNMENT** attached to this Agreement as Exhibit A

**EXHIBIT A**

**REGISTERED TRADEMARK  
AND TRADEMARK APPLICATION ASSIGNMENT**

This Registered Trademark and Trademark Application Assignment (this "**Assignment**") is made as of March 9, 2004 by Carneros Creek Winery, LLC, a California limited liability company ("**Assignor**"), to Briarcliff Wine Group, LLC ("**Assignee**").

**RECITALS**

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 9, 2004 (the "**Purchase Agreement**"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Assignor has registered the trademarks (collectively, the "**Registered Trademarks**") with the United States Patent and Trademark Office and/or the appropriate offices of certain countries foreign to the United States and has filed the applications for registration of trademarks (collectively, the "**Trademark Applications**") with the United States Patent and Trademark Office and the appropriate offices of certain countries foreign to the United States, in each case as and to the extent set forth on Exhibit A hereto.

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks registered with (the "**Registered Trademarks**") and the trademark applications filed with (the "**Trademark Applications**") the United States Patent and Trademark Office and set forth on Exhibit A hereto, together with the goodwill of the Business pertaining thereto and the rights to recover damages and profits from any past infringements thereof.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Registered Trademarks and the Trademark Applications, together with the goodwill of the Business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for Damages by reason of past infringements of the Registered Trademarks and the Trademark Applications, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignee agrees to execute and deliver, at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in the Marks in the Assignee, and/or to provide evidence

to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations or applications therefore made with any office of any country or countries foreign to the United States, any officer of such country, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

**CARNEROS CREEK WINERY, LLC**

By:   
Francis Mahoney, President