TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Declaration in Support of Acquisition of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Business Credit, Inc.		03/09/2003	CORPORATION: MINNESOTA
Rutherford Benchmarks, Inc.		03/09/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bronco Wine Company
Street Address:	6342 Bystrum Road
City:	Ceres
State/Country:	CALIFORNIA
Postal Code:	95307
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2349689	MAXUS
Registration Number:	1370469	QUAIL RIDGE

CH $65.00 2349689

CORRESPONDENCE DATA

Fax Number: (617)951-7050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 951-7990
Email: hbohnet@ropesgray.com
Correspondent Name: Herbert F. Bohnet, Esq.
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	BWIM-T-083
NAME OF SUBMITTER:	Herbert F. Bohnet, Esq.
Signature:	/herbert f. bohnet/

Date:	11/11/2005

Total Attachments: 8
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Declaration in Support of Acquisition of Trademarks

I, Fred T. Franzia, hereby declare that:

On March 9, 2003, Bronco Wine Company ("Bronco") entered into an Agreement for Purchase and Sale of Assets (the "Agreement") with Wells Fargo Business Credit, Inc. ("Seller"), as secured creditor of Rutherford Benchmarks, Inc. ("Debtor"), a Delaware corporation, doing business as Quail Ridge Cellars and Vineyards;

Seller was the lender on a secured commercial loan to Debtor under a Credit and Security Agreement dated August 9, 2000 (the "Credit Agreement");

Under the Credit Agreement, Debtor granted Seller security interests in substantially all of its assets, including but not limited to all of Debtor's trade names, labels, trademarks, service marks and trademark registrations (the "Marks");

Debtor defaulted on its obligations under the Credit Agreement and Seller, with Debtor's consent, agreed to sell all of its assets by private foreclosure sale to Bronco;

Pursuant to the Agreement, Seller transferred to Bronco all of Seller's right, title, and interest in the Marks;

Specifically, and without limiting the foregoing, the following federal trademark registrations were transferred to Bronco pursuant to the Agreement:

Trademark	**Serial No./Registration No.:**	**Filing Date/Registration Date:**
MAXUS	2,349,689	5/16/00
QUAIL RIDGE	1,370,469	11/17/85

A copy of the Agreement is submitted with this declaration.

The undersigned being duly warned hereby that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that he is properly authorized to make this declaration

on behalf of the Owner/Registrant/Applicant; that all statements made of his own knowledge are true; and that all statements made on information and belief are believed to be true.

BRONCO WINE COMPANY

Date: Oct 11, 2005

Fred T. Franzia
Chief Financial Officer

TRADEMARK
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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

As of March __, 2003, Wells Fargo Business Credit, Inc. ("Seller") as secured creditor of Rutherford Benchmarks, Inc., a Delaware corporation, doing business as Quail Ridge Cellars and Vineyards, under bonded Premises No. BW 4782 formerly located at 1155 Mee Lane, Rutherford, California 94573 ("Debtor"), and Bronco Wine Company, a California corporation operating under Bonded Premises No. BW 4666 ("Buyer") entered into the following agreement for the disposition from Seller to Buyer of all Seller's right, title, and interest in Debtor's wine inventory of case goods set forth in Attachment A (the "Wine"), and Seller's interest in Debtor's trade names, labels, trademarks, service marks, and registrations of the names "Black Burgundy Thousand Oaks", "Foxbrook", "Maxus", "Midnight Millennium", "Quail Creek", "Quail Ridge", "Quail Ridge-Napa Valley", "Quail Ridge Reserve", "Rutherford Benchmark", or any other combinations of those names owned by Seller, as set forth in Attachment B (the "Trademarks"). The Wine and the Trademarks are collectively referred to herein as the "Assets."

RECITALS

Seller is the lender on a secured commercial loan to Debtor under a Credit and Security Agreement dated August 9, 2000 (the "Credit Agreement").

Debtor produced, bottled and distributed varietal wines under the Trademarks.

Under the Credit Agreement, Debtor granted to Seller security interests in substantially all of its assets, including but not limited to the Assets.

Debtor defaulted on it obligations under the Credit Agreement and Seller, with Debtor's consent, has agreed to sell the Assets by private foreclosure sale to Buyer. Pursuant to California Uniform Commercial Code Section 9610, Seller wishes to sell and Buyer wishes to buy all of Seller's right, title, and interest in the Assets.

AGREEMENT

SELLER, DEBTOR AND BUYER AGREE AS FOLLOWS:

1. Debtor has provided Buyer with an estimated inventory of the Wine as of the close of business on December 31, 2002, a copy of which is attached hereto as Attachment A, which inventory Buyer acknowledges to be based on the Debtor's books and records, and not any business records of Seller. Seller makes no representation or warranty concerning the completeness or accuracy of Attachment A.

2. Subject to the terms and conditions set forth in this Agreement and pursuant to California Uniform Commercial Code Section 9610, Seller agrees to sell, convey, transfer and assign to Buyer, and Buyer agrees to purchase from Seller, all of the Assets.

3. The purchase price for the Assets shall be [redacted], subject to adjustments up or down as set forth in Section 7 below:

REDACTED

In witness whereof, the parties set their signatures hereto as of the date first above written

DATED: _____

SELLER

Wells Fargo Business Credit, Inc., as secured creditor of Rutherford Benchmarks, Inc.

BY:_____

DATED: 3/9/03

BUYER

Bronco Wine Company
A California Corporation

BY:_____
Fred T. Franzia, Chief Financial Officer

DATED: _____

DEBTOR

Rutherford Benchmarks, Inc.
A Delaware Corporation

BY:_____
Phillip Wade, Chief Executive Officer
Signature represents agreement of all shareholders.

REDACTED

TRADEMARK
REEL: 003193 FRAME: 0252

In witness whereof, the parties set their signatures hereto as of the date first above written

DATED: _____

SELLER

Wells Fargo Business Credit, Inc., as secured creditor of Rutherford Benchmarks, Inc.

BY: _____
BRUCE CHIK, VICE PRESIDENT

DATED: _____

BUYER

Bronco Wine Company
A California Corporation

BY: _____
Fred T. Franzia, Chief Financial Officer

DATED: _____

DEBTOR

Rutherford Benchmarks, Inc.
A Delaware Corporation

BY: _____
Phillip Wade, Chief Executive Officer
Signature represents agreement of all shareholders.

REDACTED

TRADEMARK
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In witness whereof, the parties set their signatures hereto as of the date first above written

DATED: _____

SELLER

Wells Fargo Business Credit, Inc., as secured creditor of Rutherford Benchmarks, Inc.

BY:_____

DATED: _____

BUYER

Bronco Wine Company
A California Corporation

BY:_____
Fred T. Franzia, Chief Financial Officer

DATED: _____

DEBTOR

Rutherford Benchmarks, Inc.
A Delaware Corporation

BY: Phillip Wade CEO
Phillip Wade, Chief Executive Officer
~~Signature represents agreement of all shareholders.~~ PW

REDACTED

TRADEMARK
REEL: 003193 FRAME: 0254

ATTACHMENT B

(Trademarks)

REDACTED

TRADEMARK
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ATTACHMENT ~~C~~ B

Trade Names/Trademarks/Service Marks

Bell

Black Burgandy Thousand Oaks

Foxbrook

Maxus

Midnight Millenium

Monterey Peninsula

Moonshine

Quail Creek

Quail Ridge

Quail Ridge-Napa Valley

Quail Ridge Reserve

Rutherford Benchmark

Sierra Foothills