

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wente Bros.		09/23/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Steven Kent, LLC		
Street Address:	5443 Tesla Road		
City:	Livermore		
State/Country:	CALIFORNIA		
Postal Code:	94550		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2370826	STEVEN KENT	
Registration Number:	2598946	MERRILLIE	
CORRESPONDENCE DATA			
Fax Number:	(650)330-0831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 330-0830		
Email:	twright@claim1.com		
Correspondent Name:	Edward S. Wright		
Address Line 1:	1100 Alma Street		
Address Line 2:	Suite 207		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	TA-40367-55		
NAME OF SUBMITTER:	Edward S. Wright		
Signature:	/esw/		

CH \$65.00 2370826

Date:

07/24/2006

Total Attachments: 3

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ASSIGNMENT OF DOMAIN NAME AND TRADEMARKS

THIS ASSIGNMENT OF DOMAIN NAME TRADEMARKS is made this 23 day of September, by and amongst Wente Bros., a California corporation ("WB"), Iván Tamás Wines LLC, a California limited liability company, aka Ivan Tamas, LLC ("IT LLC"), and Steven Kent, LLC, a California limited liability company ("SKW"). WB, IT LLC, and SKW shall hereinafter sometimes be collectively referred to as the "Parties," or each individually as a "Party."

Recitals

A. The "Steven Kent Winery" division of WB operates at 5443 Tesla Road, Livermore, California.

B. WB is the sole member and Manager of Iván Tamás Wines LLC, a California limited liability company, aka Ivan Tamas, LLC ("IT LLC").

C. WB and SKW executed a Purchase and Sale Agreement and Joint Escrow Instructions (the "Purchase Agreement"), whereby WB agreed, *inter alia*, to sell to SKW and SKW agreed to purchase from WB all of the trade or service marks related to the business of the Steven Kent Winery, including, without limitation, all trade or service mark registrations, all rights to use the domain name www.stevenkent.com. (the "Domain Name"), any and all rights (common law or otherwise), if any, owned by WB in the trademark "Vincere," as that term has been used by WB in conjunction with the operation of the Steven Kent Winery, and the following two trademarks registered on the United States Patent and Trademark Office ("PTO")'s Principal Register:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registered Owner</u>	<u>Filing Date</u>	<u>Registration Date</u>
Steven Kent	2370826	WB	June 24, 1999	July 25, 2000
Merrillie	2598946	IT LLC	July 3, 2000	July 23, 2002

Hereinafter, all of the above-referenced trademarks, service marks, and intangible rights (excluding the Domain Name) shall be collectively referred to as the "Trademarks."

D. Conditioned upon the closing of the escrow described in the Purchase Agreement, the Parties now wish to document the assignment of the Domain Name and Trademarks by WB and IT LLC to SKW.

Agreement

1. Now, therefore, pursuant to the terms of the Purchase Agreement, WB and IT LLC hereby assign to SKW all of their respective rights, title and interest in the Domain Name and Trademarks, together with the goodwill of the business of the Steven Kent Winery pertaining thereto and in the Trademarks, and all claims for damages for past infringements of the Domain Name and Trademarks, with the right to sue for and collect the same for its own use and benefit, and for use and on behalf of SKW's successors, assigns and other legal representatives. WB and IT LLC further

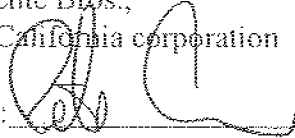
transfer and assign to SKW the right to file for and obtain registrations of the Domain Name and to file trademark or service mark applications for and/or related to the Trademarks anywhere in the world.

2. In furtherance of the sale, transfer, grant, conveyance, assignment and relinquishment of the Domain Name and the Trademarks, together with the goodwill of the business of the Steven Kent Winery pertaining thereto, WB and/or IT LLC shall execute and deliver to SKW, or any agency designated by SKW, within thirty (30) days of request by SKW, any and all additional documents as are reasonably necessary to effectuate the sale, transfer, grant, conveyance, assignment and relinquishment of the Domain Name and the Trademarks, together with the goodwill of the business of the Steven Kent Winery pertaining thereto. WB and/or IT LLC shall execute, acknowledge and deliver to SKW, or any agency designated by SKW, any documents required to be filed in the PTO to effect the assignments described herein.

3. The Commissioner of Patents and Trademarks is requested to issue the Certificates of Registration for the marks "Steven Kent" and "Merrillie" to SKW.

Signed at Pleasanton, California, this 23 day of September, 2005.

Wente Bros.,
a California corporation

By: 
Peter Chouinard, President

Iván Tamás Wines LLC,
a California limited liability company

By: Wente Bros.
Its: Sole Member and Manager

By: 
Peter Chouinard, President

[VERIFICATION ONLY ON FOLLOWING PAGE]

ACKNOWLEDGMENT

State of California }
County of Alameda } ss.

On this ^{September} ~~23~~ day of ~~July~~, in the year 2005, before me, Diane E. Burton, a Notary Public, State of California, duly commissioned and sworn, personally appeared, Peter Chouinard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Wente Bros. Inc., a California corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Alameda on the date set forth above in this certificate.



Diane E. Burton
Notary Public, State of California

My term expires Dec 20, 2008