

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Firestone Vineyard LLC		09/28/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Firestone Vineyard, LP
<b>Street Address:</b>	4050 Calle Real
<b>Internal Address:</b>	Suite 210
<b>City:</b>	Santa Barbara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93110
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1790603	PROSPERITY
Registration Number:	1824559	
Registration Number:	2683898	LATITUDE
Registration Number:	2609987	LATITUDE 34.5
Registration Number:	2621758	LA PURISIMA

**CORRESPONDENCE DATA**

Fax Number: (314)436-8400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (314) 231-2800  
 Email: jbg@stolarlaw.com  
 Correspondent Name: John B. Greenberg  
 Address Line 1: 911 Washington Avenue  
 Address Line 4: St. Louis, MISSOURI 63101

OP \$140.00 1790603

ATTORNEY DOCKET NUMBER:	FOLEY ESTATES
NAME OF SUBMITTER:	John B. Greenberg, Attorney
Signature:	/John B. Greenberg/
Date:	09/30/2007
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 28<sup>th</sup> day of September, 2007, by and between FIRESTONE VINEYARD LLC, a California limited liability company (the "Assignor"), and FIRESTONE VINEYARD, LP, a Delaware limited partnership (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks set forth below:

- PROSPERITY, which is subject to common law rights and a registration with the United States Patent and Trademark Office, Registration #1,790,603;
- PROSPERITY, which is subject to common law rights and a registration with the State of California Secretary of State, Registration #97890;
- PROSPERITY, which is subject to common law rights and a registration with the Canadian Intellectual Property Office, Registration #TMA488,024;
- PROSPERITY, which is subject to common law rights and a registration with the Community Trademark Office in the United Kingdom Registration #2115065 Z;
- (GRAPE HARVESTER design), which is subject to common law rights and a registration with the United States Patent and Trademark Office, Registration #1,824,559;
- LATITUDE, which is subject to common law rights and a registration with the United States Patent and Trademark Office, Registration #2,683,898;
- LATITUDE 34.5, which is subject to common law rights and a registration with the United States Patent and Trademark Office, Registration #2,609,987; and
- LA PURISIMA, which is subject to common law rights and a registration with the United States Patent and Trademark Office, Registration #2,621,758 (individually and collectively, the "Marks").

WHEREAS, the Assignor, as a permitted successor in interest to The Firestone Vineyard, a California limited partnership, is a party to that certain Agreement and Covenant Not To Sue dated January 31, 1989 with The Firestone Tire & Rubber Company (the "Agreement"), which provides, among other things, that The Firestone Tire & Rubber Company granted a covenant not to sue for trademark or trade name infringement or for unfair competition in connection with the use by Assignor of "The Firestone Vineyard".

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to each of the above-identified Marks, including without limitation all common law rights relating thereto, and each of the above-referenced registrations, including without limitation all renewals and extensions that may be granted in connection therewith (collectively, the "Registrations"), together with the goodwill of Assignor's business associated with the Marks and Registrations, and all of Assignor's right, title, and interest in and to the Agreement and the covenant not to sue contained in the Agreement with in each case the right of Assignee to further transfer the Agreement and covenant;

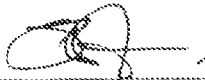
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns, sells and sets over to Assignee, all of Assignor's right, title and interest in and to all of the Marks and Registrations therefor, and the Agreement together with all of the goodwill of Assignor's business symbolized by the Marks, Registrations, and Agreement, and all other rights that Assignor has enjoyed thereunder as trademarks, service marks, trade names, domain names and otherwise, including, without limitation, all rights and remedies based upon past infringement of the Marks, Registrations, and/or Agreement (including the right to sue and collect damages and profits for such infringement).
2. Assignor covenants and agrees that it will, at any time, on request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the aforementioned assets and rights assigned by this Assignment.
3. Assignor represents and warrants to Assignee that it has the full right, power and authority to assign the Agreement to Assignee, that it has not previously assigned the Agreement to any third party, that the Agreement is in full force and effect with no defaults thereunder, and that Assignee shall have the right to enjoy the full protection of the Agreement.
4. Assignee agrees to assume the Agreement, including, without limitation, Assignor's obligations under the Agreement, and agrees to be bound by its terms.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

FIRESTONE VINEYARD LLC  
a California limited Liability Company

By:   
Adam B. Firestone, Manager

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Signature Page to Trademark Assignment