

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
DRY CREEK NUTRITION, INC.		12/31/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	E. & J. GALLO WINERY		
Street Address:	600 Yosemite Boulevard		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95354		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2459910	V	
Registration Number:	2624748	ACTIVIN	
CORRESPONDENCE DATA			
Fax Number:	(209)341-6270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	209-341-4733		
Email:	paul.reidl@ejgallo.com		
Correspondent Name:	Paul W. Reidl		
Address Line 1:	600 Yosemite Boulevard		
Address Line 4:	Modesto, CALIFORNIA 95354		
ATTORNEY DOCKET NUMBER:	USNAAI-01/5011		
NAME OF SUBMITTER:	PAUL W. REIDL		
Signature:	/pwr/		
Date:	01/24/2008		

OP \$65.00 2459910

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Dry Creek Nutrition, Inc., having its principal place of business at 600 Yosemite Boulevard, Modesto, California 95354 (the "Assignor"), is the owner of the trademarks, trade names, trademark registrations described in Schedule A attached hereto (the "Marks");

WHEREAS, E. & J. Gallo Winery, having its principal place of business at 600 Yosemite Boulevard, Modesto, California 95354 (the "Assignee"), desires to receive and Assignor desires to assign all of the right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for the consideration of one dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith and symbolized by the Marks, all common law rights related thereto, all rights and registration, renewal and extension, and the right to sue for damages and profits for past infringements thereof.


Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of the right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This Trademark Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

The Trademark Assignment is executed as of the 31 day of December, 2007.

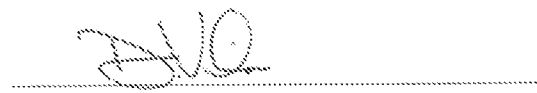
ASSIGNOR:

DRY CREEK NUTRITION, INC.


ANTHONY L. YONGA
Assistant Treasurer

ASSIGNEE:

E. & J. GALLO WINERY


DOUG VILAS
Vice President

SCHEDULE A

Canada	ACTIVIN	501209
CTM	ACTIVIN	338269
Japan	ACTIVIN	4974089
Japan	ACTIVIN	4180878
Japan	ACTIVIN	4279669
U.S.	ACTIVIN	2624748
U.S.	Miscellaneous Design (Activin "V" design only)	2459910