

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pete's Brewing Company		04/30/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	A.V.V. Winery Co., LLC		
Street Address:	8644 Highway 128		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3260506	WICKED WEEKEND	
CORRESPONDENCE DATA			
Fax Number:	(707)255-6876		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	707-252-7122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	809 Coombs Street		
Address Line 4:	NAPA, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	PETE6-070		
NAME OF SUBMITTER:	J. Scott Gerien		
Signature:	/J. Scott Gerien/		
Date:	04/17/2008		

CH \$40.00 3260506

Total Attachments: 5

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TRADEMARK LICENSE AGREEMENT

WICKED WEEKEND

THIS EXCLUSIVE LICENSE AGREEMENT ("License Agreement"), made and effective as of the last date of signature below (the "Effective Date"), by and between Pete's Brewing Company, a California corporation, with its principal business offices located at 14800 San Pedro, Third Floor, San Antonio, TX 78232 (hereinafter "Pete's"), and A.V.V. Winery Co., LLC, a California limited liability company with its principal business office located at 8644 Highway 128, Healdsburg, California 95448 ("A.V.V Winery") (collectively, "the Parties").

WHEREAS, Licensee desires to use the trademark WICKED WEEKEND ("the Mark") in connection with wine;

WHEREAS, Licensor has acquired from Licensee the trademark application for the Mark; and

WHEREAS, Licensee wishes to obtain exclusive rights to use the Mark for wine, and Licensor is willing to permit such exclusive use of the Mark by Licensee for wine on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the Parties agree as follows:

1) **Grant.**

(a) Licensor agrees to and does hereby grant to Licensee an exclusive royalty-free license to use the Mark as a trademark in connection with three-bottle sets of wine worldwide (the "Territory"), as depicted in the attached Exhibit "A," such wine not limited as to production of such three-bottle sets (the "Licensed Product"). The exclusivity of this license as to the Mark shall not prevent Licensor from using or licensing other marks encompassing the term "wicked" on alcoholic beverages or other goods or services.

(b) Licensee acknowledges that the Mark is the sole property of Licensor in the Territory and that any and all uses by Licensee of the Mark in the Territory inure to the benefit of Licensor. During the term of this Agreement and thereafter, Licensee shall not contest or otherwise challenge or attack Licensor's rights in the Mark in the Territory, or the validity of the License herein granted.

(c) Licensee shall not use the mark in any manner which may be considered scandalous or immoral. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the labeling, sale, distribution and advertising of the Licensed Product.

2) **Quality Control.** Licensee shall maintain the same or better standards of quality for the Licensed Product as those established and in effect for the three-bottle sets of wine currently

produced by Licensee under the Mark as of the Effective Date of this License Agreement. Within two (2) weeks of execution of the License Agreement, Licensee shall provide to Licensor two (2) such currently produced three-bottle sets as a baseline from which to establish this quality standard of the Licensed Product. After execution of this License Agreement and at any time during the term of the License, but no more than once per calendar year, the Licensor may request that Licensee provide to Licensor a sample of any wine produced, manufactured or sold by Licensee which bears the Mark to evaluate the quality of the product.

3) **Term and Termination**

(a) Unless voluntarily terminated by Licensee by notifying Licensor in writing of its intent to cease use of the Mark, or sooner terminated in accordance with the provisions of this License Agreement, the term of this License Agreement shall be for three (3) years from the Effective Date of this License Agreement and shall be automatically renewed for additional consecutive three (3) year terms upon the terms and conditions contained herein (the "Term").

(b) Licensor shall have the right to immediately terminate this License Agreement on written notice to Licensee should Licensee: (i) materially breach any of the provisions of this License Agreement relating to the unauthorized assertion of rights in the Mark; or (ii) become insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended, or any other proceeding under the applicable laws regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors in any jurisdiction; has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property; is the subject of any dissolution or liquidation proceeding, or takes corporate action in furtherance of any of the foregoing if not dismissed, discharged or cured within ninety (90) days following written notice thereof.

(c) In the event that Licensee fails to perform any of its obligations hereunder, Licensor shall give to Licensee written notice of termination. Said notice of termination shall specify the obligation which Licensee failed to perform. If failure to perform is not cured within ninety (90) days of receipt of said notice or substantial steps are not being taken by Licensee to consummate performance, this License Agreement shall be terminated upon expiration of such ninety (90) days. Except as provided herein, if failure to perform is not fully cured within ninety (90) days of receipt of said notice, this License Agreement shall be terminated upon expiration of such ninety (90) days.

(d) Upon expiration or termination of this License Agreement for any reason whatsoever, all rights granted hereunder shall automatically revert to Licensor and Licensee shall cease and desist, thereafter, from all use of the Mark in any way. If the License Agreement is terminated based upon Licensee's termination of the License Agreement, Licensee and or its successor in interest shall be entitled to an orderly phase out of the uses of the Mark over a term not to exceed one hundred eighty (180) days provided the Mark is only being used on and in association with the Licensed Product.

- 4) **Licensor's Ownership.** Licensee agrees nothing herein shall give to the Licensee any right, title or interest in the Mark, except the right to use the Mark in accordance with the terms of this License Agreement, that the Mark is the sole property of Licensor and that any and all uses by Licensee of the Mark, inure to the benefit of Licensor.
- 5) **Indemnity by Licensee.** Licensor assumes no liability to Licensee or to third parties with respect to the Licensed Product. Licensee shall and hereby does indemnify Licensor and its directors, officers, agents, representatives, employees and affiliates and shall hold same harmless from any liability, claim, judgment, penalty, loss, cost, damage or expense (including reasonable attorneys' fees) arising out of or in connection with Licensee's advertisement, promotion, offering for sale, and/or sale of the Licensed Product.
- 6) **Successors and Assigns; Assignment.** This License Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 7) **No Joint Venture.** This License Agreement creates no agency relationship between the Parties hereto, and nothing herein contained shall be construed to place the Parties in the relationship of partners or joint venturers, and neither party shall have power to obligate or bind the other in any manner whatsoever. However, Licensee shall be considered a "related company" within the meaning of 15 U.S.C. §1127 for the purposes of establishing trademark rights in the Mark based on Licensee's use thereof, and Licensee's use of the Mark shall inure to the benefit of Licensor.
- 8) **Severability.** If any term, provision, covenant or restriction of this License Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this License Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the Parties shall negotiate in good faith to modify this License Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.
- 9) **Integration.** This License Agreement comprises the entire understanding of the Parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the Parties relating to the subject matter of this License Agreement. Any modification of this License Agreement shall be by a written instrument signed by the Parties hereto.
- 10) **Governing Law.** This License Agreement shall be governed by and construed according to the laws of the State of California without regard to conflict of laws principles.

11) **Authority.** The Parties respectively represent and warrant that they are under no legal impediment which would prevent their signing this License Agreement or consummating the same. The individual signing this License Agreement on behalf of the Parties represent and warrant that they are authorized and have the power to bind the Parties.

12) **Attorney's Fees.** In the event either party initiates any action to enforce the terms of this License Agreement, the prevailing party shall be entitled to its allowable costs and reasonable attorney fees associated therewith.

13) **Warranty of Ownership.** Licensor warrants and guarantees valid ownership of various trademark registrations containing the term "WICKED." Licensor is the sole owner of and has the exclusive right to use the "WICKED" marks in association with beer and alcoholic beverages, free and clear of any liens, encumbrances, or claims of any nature, and has made no agreement with respect to the "WICKED" marks that is in conflict with this Agreement.

14) **Indemnity by Licensor.** Licensor shall and hereby does indemnify Licensee and its directors, officers, agents, representatives, employees and affiliates and shall hold same harmless from any liability, claim, judgment, penalty, loss, cost, damage or expense (including reasonable attorneys' fees) arising out of or in connection with any claims of infringement related to Licensee's use of the Mark. Notwithstanding Paragraph 5, Licensor assumes liability to defend any infringement claim against Licensee for use of the Mark. So long as the Mark is used on the Licensed Product by Licensee and Licensor wishes to continue ownership of the Mark pursuant to the terms of this Agreement, Licensor shall maintain the validity of the WICKED WEEKEND registration and Licensee shall reasonably cooperate and assist Licensor in maintaining such registration by providing necessary specimens and information required to maintain the registration. Licensor shall also, at its own expense, police against third-party use of the Mark on wine and related goods and services. However, if Licensor does not police against a particular third-party use of the Mark to Licensee's satisfaction, Licensor shall assign the enforcement right at issue to Licensee for the limited purpose of policing against the particular third-party use at Licensee's own cost and expense.

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this License Agreement.

PETE'S BREWING COMPANY

Dated: _____

By: _____

Title: _____

A.V.V. WINERY CO., LLC

Dated: 4/23/2007

By: Larry H. DeGroot, III

Title: managing member

11) **Authority.** The Parties respectively represent and warrant that they are under no legal impediment which would prevent their signing this License Agreement or consummating the same. The individual signing this License Agreement on behalf of the Parties represent and warrant that they are authorized and have the power to bind the Parties.

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14) **Indemnity by Licensor.** Licensor shall and hereby does indemnify Licensee and its directors, officers, agents, representatives, employees and affiliates and shall hold same harmless from any liability, claim, judgment, penalty, loss, cost, damage or expense (including reasonable attorneys' fees) arising out of or in connection with any claims of infringement related to Licensee's use of the Mark. Notwithstanding Paragraph 5, Licensor assumes liability to defend any infringement claim against Licensee for use of the Mark. So long as the Mark is used on the Licensed Product by Licensee and Licensor wishes to continue ownership of the Mark pursuant to the terms of this Agreement, Licensor shall maintain the validity of the WICKED WEEKEND registration and Licensee shall reasonably cooperate and assist Licensor in maintaining such registration by providing necessary specimens and information required to maintain the registration. Licensor shall also, at its own expense, police against third-party use of the Mark on wine and related goods and services. However, if Licensor does not police against a particular third-party use of the Mark to Licensee's satisfaction, Licensor shall assign the enforcement right at issue to Licensee for the limited purpose of policing against the particular third-party use at Licensee's own cost and expense.

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this License Agreement.

PETE'S BREWING COMPANY

A.V.V. WINERY CO., LLC

Dated: 4/30/07
By: [Signature]
Title: Secretary

Dated: _____
By: _____
Title: _____