

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
Joseph Phelps Vineyards LLC		06/24/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ventana Vintners, LLC		
Street Address:	2999 Montgomery-Salinas Hwy., #10		
City:	Monterey		
State/Country:	CALIFORNIA		
Postal Code:	93940		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2823251	LE MISTRAL	
Registration Number:	2564606	PASTICHE	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-576-0200		
Email:	mmgorelnik@townsend.com		
Correspondent Name:	Marc M. Gorelnik		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 2:	Townsend and Townsend and Crew LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	007673-001600US		
NAME OF SUBMITTER:	Marc M. Gorelnik		
Signature:	/mmg/		

CH \$65.00 2823251

Date:

07/18/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Joseph Phelps Vineyards LLC, a California limited liability company ("Assignor"), owns the trademarks identified in Schedule A attached hereto (the "Trademarks") which are registered in the patent and trademark offices of the jurisdictions indicated; and

WHEREAS, VENTANA VINTNERS, LLC, a California limited liability company ("Assignee"), located and doing business at 2999 Monterey-Salinas Hwy #10, Monterey, CA 93940 desires to acquire said Trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign unto Assignee all right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof as identified in Schedule A. Assignee accepts such assignment.

2. Notwithstanding the foregoing, Assignor shall retain the right to sell any or all of Assignor's remaining stock of pre-2007 LE MISTRAL and pre-2008 PASTICHE brand wines (the "Excluded Wines") at fair market retail value, without payment of any royalty or license fee to Assignee.

3. The terms of this Trademark Assignment shall be binding upon, and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS OF THE FOREGOING, the parties execute this Trademark Assignment to be effective as of June 21, 2008.

ASSIGNOR:

JOSEPH PHELPS VINEYARDS, LLC
A California limited liability company

Dated: 6/24/08

By: *David Lockwood*

Name: DAVID LOCKWOOD

Title: V.P., CFO MANAGER

ASSIGNEE:

VENTANA VINTNERS, LLC
A California limited liability company

Dated: _____

By: _____

Name: _____

Title: _____

TRADEMARK ASSIGNMENT

WHEREAS, Joseph Phelps Vineyards LLC, a California limited liability company ("Assignor"), owns the trademarks identified in Schedule A attached hereto (the "Trademarks") which are registered in the patent and trademark offices of the jurisdictions indicated; and

WHEREAS, VENTANA VINTNERS, LLC, a California limited liability company ("Assignee"), located and doing business at 2999 Monterey-Salinas Hwy #10, Monterey, CA 93940 desires to acquire said Trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign unto Assignee all right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof as identified in Schedule A. Assignee accepts such assignment.

2. Notwithstanding the foregoing, Assignor shall retain the right to sell any or all of Assignor's remaining stock of pre-2006 LE MISTRAL and pre-2008 PASTICHE brand wines (the "Excluded Wines") at fair market retail value, without payment of any royalty or license fee to Assignee.

3. The terms of this Trademark Assignment shall be binding upon, and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS OF THE FOREGOING, the parties execute this Trademark Assignment to be effective as of June __, 2008.

ASSIGNOR:

JOSEPH PHELPS VINEYARDS, LLC
A California limited liability company

Dated: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

VENTANA VINTNERS, LLC
A California limited liability company

Dated: June 27, 2008

By: [Signature]

Name: Randall C. Pava

Title: Manager

SCHEDULE A
to Trademark Assignment

United States

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PASTICHE	2564606	April 23, 2002
LE MISTRAL (Stylized)	2823251	March 16, 2004

European Community

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PASTICHE	2316156	November 25, 2002