

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
Popcorn Wine Group, Inc.		12/30/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Popcorn Design LLC		
Street Address:	824-A Healdsburg Avenue		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77589362	WOOD ACRE	
CORRESPONDENCE DATA			
Fax Number:	(707)526-4707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	707-526-4200		
Email:	jmbehmke@cmprlaw.com		
Correspondent Name:	Jay M. Behmke		
Address Line 1:	100 B Street, Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
ATTORNEY DOCKET NUMBER:	6728.0002		
NAME OF SUBMITTER:	Jay M. Behmke		
Signature:	/JMB-163603/		
Date:	01/22/2009		

OP \$40.00 77589362

Total Attachments: 2
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TRADEMARK APPLICATION ASSIGNMENT

USPTO Serial Number 77/589,362

WHEREAS, Popcorn Wine Group, Inc., a California corporation, having an address at 824-A Healdsburg Avenue, Healdsburg, CA 95448 ("Assignor"), has intended to use the mark WOOD ACRE for wines (the "Trade Mark") in interstate commerce and has filed an application with the United States Patent and Trademark office on October 9, 2008, based on its bona fide intent to use such mark in commerce, which application has been given Serial No. 77/589,362 but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act (15 USC § 1051(c) or (d));

WHEREAS, Assignor desires to assign and Popcorn Design LLC, a California limited liability company, having an address at 824-A Healdsburg Avenue, Healdsburg, CA 95448 ("Assignee"), desires to receive all of the right, title and interest in and to the Trade Mark and the entire business or portion thereof to which the Trade Mark pertains as required by Section 10 of the Trademark Act (15 USC § 1060).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, the Trade Mark in the above identified application as part of the entire business or portion thereof to which the Trade Mark pertains as required by Section 10 of the Trademark Act (15 USC § 1060).


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 Trade Mark 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.

Executed December 30, 2008.

ASSIGNOR:

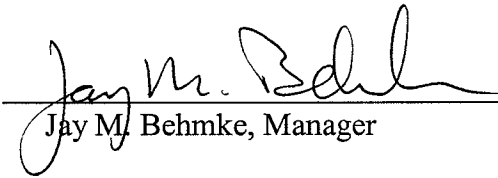
Popcorn Wine Group, Inc.

By: _____


Jay M. Behmke, Vice President

ASSIGNEE:

Popcorn Design LLC

By: 
Jay M. Behmke, Manager