

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
DNP, Inc.		10/03/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	World International, LLC		
Street Address:	1880 Century Park East, Suite 1016		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90667		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2713752	DIABLO GRANDE	
Registration Number:	2535247	DIABLO GRANDE	
Registration Number:	2505066	DIABLO GRANDE	
Registration Number:	2306266	DIABLO GRANDE	
Registration Number:	2309355	DIABLO GRANDE	
Registration Number:	2309354	DIABLO GRANDE	
Registration Number:	2697978	ISOM RANCH	
CORRESPONDENCE DATA			
Fax Number:	(619)515-1481		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(619) 515-1480		
Email:	cjuarez@ipglaw.com		
Correspondent Name:	Carolina Juarez		
Address Line 1:	1350 Columbia Street, Suite 500		
Address Line 4:	San Diego, CALIFORNIA 92101		

OP \$190.00 2713752

NAME OF SUBMITTER:	Kristen Kohler
Signature:	/ Kristen Kohler/
Date:	05/13/2009
Total Attachments: 11 source=16.Asset Purchase Agreement DNP#page1.tif source=16.Asset Purchase Agreement DNP#page2.tif source=16.Asset Purchase Agreement DNP#page3.tif source=16.Asset Purchase Agreement DNP#page4.tif source=16.Asset Purchase Agreement DNP#page5.tif source=16.Asset Purchase Agreement DNP#page6.tif source=16.Asset Purchase Agreement DNP#page7.tif source=16.Asset Purchase Agreement DNP#page8.tif source=16.Asset Purchase Agreement DNP#page9.tif source=16.Asset Purchase Agreement DNP#page10.tif source=16.Asset Purchase Agreement DNP#page11.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement"), dated October 30, 2008 for reference purposes only, is being entered into by and between World International, LLC, a Delaware limited liability company ("Buyer"), and DNP, Inc., a Georgia corporation ("Seller").

Recitals

- A. WHEREAS, Seller is the owner of certain trademarks related to that property known as the Diablo Grande Winery & Resort in Patterson, California with a street address of 9521 Morton Davis Drive (the "Resort"), owned by Diablo Grande Limited Partnership, a California limited partnership ("Diablo Grande").
- B. WHEREAS, Buyer and Diablo Grande have entered into an Agreement for Purchase and Sale pursuant to which Diablo Grande has agreed to sell and Buyer has agreed to purchase the Resort (the "Resort Purchase Agreement").
- C. WHEREAS, Buyer is desirous of purchasing any trademarks or tradenames registered in the United States or any other nation by Seller and used exclusively in connection with the Resort, including without limitation those trademarks described on Exhibit A hereto (the "Trademarks").
- D. WHEREAS, Buyer and Seller are entering into this Agreement to memorialize the terms under which Seller shall sell the Trademarks to Buyer and Buyer will purchase the Trademarks from Seller.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, and subject to the terms hereof, the parties agree as follows:

Terms

1. **Sale of Assets.** Seller shall sell to Buyer and Buyer shall purchase from Seller on the terms and conditions set forth in this Agreement all of Seller's right, title and interest in and to the Trademarks, together with the good-will of the business concerned in the goods and services relating to the Trademarks.

2. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Trademarks is set forth in Exhibit A. Buyer shall arrange for payment of the Purchase Price, as follows:

2.1 Pursuant to the Resort Purchase Agreement, Buyer and Diablo Grande have established an escrow with Stewart Title of California, Inc. for the purchase and sale of the Resort (the "Resort Escrow"). Prior to the closing of the sale of the Resort pursuant to the Resort Purchase Agreement (the "Resort Closing"), Buyer shall deposit into the Resort Escrow the Purchase Price for the Trademarks.

2.2 The escrowed funds and the Bill of Sale described in Section 6.3 below shall be disbursed in accordance with the escrow instructions of the parties upon the Resort Closing.

3. **"As Is" Sale.** As a material inducement to the execution and delivery of this Agreement by Seller and the performance by Seller of its duties and obligations hereunder, Buyer specifically agrees to the foregoing: (i) Buyer is relying strictly and solely upon Buyer's own independent inspections and examinations of Trademarks, and is fully satisfied that the Purchase Price is fair and adequate consideration for the Trademarks; (ii) except for the specific warranties and representations made in this Agreement, Seller is not making and has not made any warranty or representation with respect to the Trademarks or compliance with applicable laws, rules, regulations or requirements concerning the Trademarks.

4. **Sellers Representations and Warranties.** Seller represents and warrants the following:

4.1 **Organization.** Seller is a corporation organized, existing, and in good standing under the laws of the State of ~~California~~ ^{GEORGIA}; it has the power to carry on its business as it is now being conducted; it is qualified to do business in ~~California~~, and the character of the properties owned by and the nature of the business transacted by Seller do not require Seller to qualify to do business in any other jurisdiction.

4.2 **Authority.** Seller's board of directors has approved this sale and has authorized the execution, delivery, and performance of this Agreement by Seller. Seller has not entered into any contract, agreement or other arrangement, whether written or oral, with any third party that is inconsistent with this Agreement or might prevent the consummation of the transactions provided for herein.

4.3 **Title to Trademarks.** Seller has good and marketable title to the Trademarks. The Trademarks shall be delivered and transferred to Buyer free and clear of any and all liens and encumbrances.

5. **Buyer's Representations and Warranties.** Buyer represents and warrants the following:

5.1 **Organization.** Buyer is a limited liability company organized and existing under the laws of the State of Delaware and in good standing under the laws of the State of California.

5.2 **Authority.** Buyer's organizational documents authorize it to acquire the Trademarks. The execution, delivery, and performance of this Agreement by Buyer has been authorized by proper limited liability company action.

6. **Conditions Precedent to Close of Escrow.** The obligations of Buyer and Seller under this Agreement are subject to each party to this Agreement fulfilling the following conditions prior to or at the closing:

2.2 The escrowed funds and the Bill of Sale described in Section 6.3 below shall be disbursed in accordance with the escrow instructions of the parties upon the Resort Closing.

3. **"As Is" Sale.** As a material inducement to the execution and delivery of this Agreement by Seller and the performance by Seller of its duties and obligations hereunder, Buyer specifically agrees to the foregoing: (i) Buyer is relying strictly and solely upon Buyer's own independent inspections and examinations of Trademarks, and is fully satisfied that the Purchase Price is fair and adequate consideration for the Trademarks; (ii) except for the specific warranties and representations made in this Agreement, Seller is not making and has not made any warranty or representation with respect to the Trademarks or compliance with applicable laws, rules, regulations or requirements concerning the Trademarks.

4. **Sellers Representations and Warranties.** Seller represents and warrants the following:

4.1 **Organization.** Seller is a corporation organized, existing, and in good standing under the laws of the State of California; it has the power to carry on its business as it is now being conducted; it is qualified to do business in California; and the character of the properties owned by and the nature of the business transacted by Seller do not require Seller to qualify to do business in any other jurisdiction.

4.2 **Authority.** Seller's board of directors has approved this sale and has authorized the execution, delivery, and performance of this Agreement by Seller. Seller has not entered into any contract, agreement or other arrangement, whether written or oral, with any third party that is inconsistent with this Agreement or might prevent the consummation of the transactions provided for herein.

4.3 **Title to Trademarks.** Seller has good and marketable title to the Trademarks. The Trademarks shall be delivered and transferred to Buyer free and clear of any and all liens and encumbrances.

5. **Buyer's Representations and Warranties.** Buyer represents and warrants the following:

5.1 **Organization.** Buyer is a limited liability company organized and existing under the laws of the State of Delaware and in good standing under the laws of the State of California.

5.2 **Authority.** Buyer's organizational documents authorize it to acquire the Trademarks. The execution, delivery, and performance of this Agreement by Buyer has been authorized by proper limited liability company action.

6. **Conditions Precedent to Close of Escrow.** The obligations of Buyer and Seller under this Agreement are subject to each party to this Agreement fulfilling the following conditions prior to or at the closing:

6.1 **Resort Closing.** Buyer and Diablo Grande shall have timely performed their obligations under the terms of the Resort Purchase Agreement and the Title Company (defined therein) shall be in a position to close the purchase and sale of the Resort as described therein.

6.2 **Deposit of Purchase Price Into Escrow.** At or as of the date of the Resort Closing, the Purchase Price shall be deposited by Buyer into the Resort Escrow.

6.3 **Deposit of Bill of Sale.** At or as of the date of the Resort Closing, a Bill of Sale transferring ownership of the Trademarks to Buyer shall be deposited by Seller into the Resort Escrow.

7. **Indemnification.**

7.1 **By Seller.** Seller shall indemnify, defend and hold Buyer, Buyer's officers, directors, employees, partners and heirs and all of their property free and harmless forever from any and all claims, expenses, fees, costs, losses, damages, injuries and liabilities arising from or on account of Seller's ownership of the Trademarks which occurred prior to the close of escrow, provided that Seller's liability under this Section 7.1 and Section 8.3 shall not exceed \$1,500 in the aggregate. This indemnity shall specifically survive the close of escrow.

7.2 **By Buyer.** Buyer shall indemnify, defend and hold Seller, Seller's officers, directors, employees, partners and heirs and all of their property free and harmless forever from any and all claims, expenses, fees, costs, losses, damages, injuries, payment of employee salaries, payment of rent or any other liabilities or obligation arising from or on account of Buyer's ownership of the Trademarks, which liabilities, claims or obligations occur at any time after the close of escrow, provided that Buyer's liability under this Section 7.2 and Section 8.3 shall not exceed \$1,500 in the aggregate. This indemnity shall specifically survive the close of escrow.

8. **General Provisions.**

8.1 **Notices.** Unless otherwise provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, delivered, and received when personally delivered to the party to whom it is directed, or in lieu thereof, when three (3) business days have elapsed following deposit in the United States mail, certified or registered mail, return receipt requested, first-class postage prepaid, addressed as follows:

To Seller:

DNP, Inc.
6155 Golf Club Drive.
Braselton, GA 30517
Attn: TONY MASTANDREA
Tel: 770-307-4031
Fax: 770-307-2031

6.1 **Resort Closing.** Buyer and Diablo Grande shall have timely performed their obligations under the terms of the Resort Purchase Agreement and the Title Company (defined therein) shall be in a position to close the purchase and sale of the Resort as described therein.

6.2 **Deposit of Purchase Price Into Escrow.** At or as of the date of the Resort Closing, the Purchase Price shall be deposited by Buyer into the Resort Escrow.

6.3 **Deposit of Bill of Sale.** At or as of the date of the Resort Closing, a Bill of Sale transferring ownership of the Trademarks to Buyer shall be deposited by Seller into the Resort Escrow.

7. **Indemnification.**

7.1 **By Seller.** Seller shall indemnify, defend and hold Buyer, Buyer's officers, directors, employees, partners and heirs and all of their property free and harmless forever from any and all claims, expenses, fees, costs, losses, damages, injuries and liabilities arising from or on account of Seller's ownership of the Trademarks which occurred prior to the close of escrow, provided that Seller's liability under this Section 7.1 and Section 8.3 shall not exceed \$1,500 in the aggregate. This indemnity shall specifically survive the close of escrow.

7.2 **By Buyer.** Buyer shall indemnify, defend and hold Seller, Seller's officers, directors, employees, partners and heirs and all of their property free and harmless forever from any and all claims, expenses, fees, costs, losses, damages, injuries, payment of employee salaries, payment of rent or any other liabilities or obligation arising from or on account of Buyer's ownership of the Trademarks, which liabilities, claims or obligations occur at any time after the close of escrow, provided that Buyer's liability under this Section 7.2 and Section 8.3 shall not exceed \$1,500 in the aggregate. This indemnity shall specifically survive the close of escrow.

8. **General Provisions.**

8.1 **Notices.** Unless otherwise provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, delivered, and received when personally delivered to the party to whom it is directed, or in lieu thereof, when three (3) business days have elapsed following deposit in the United States mail, certified or registered mail, return receipt requested, first-class postage prepaid, addressed as follows:

To Seller: DNP, Inc.
6155 Golf Club Drive.
Braselton, GA 30517
Attn: _____
Tel: _____
Fax: _____

with a copy to: Sheppard Mullin Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4106
Attn: Joan H. Story, Esq.
Tel: (415) 774-3211
Fax: (415) 434-3947

To Buyer: World International, LLC
1880 Century Park East, Suite 1016
Los Angeles, CA 90667
Attn: Guillermo Marrero
Tel: (310) 277-8600
Fax: (310) 362-0353

with a copy to: International Practice Group
1350 Columbia Street, Suite 500
San Diego, CA 92101
Attn: Guillermo Marrero, Esq.
Tel: (619) 515-1480
Fax: (619) 515-1481

8.2 **Successors and Assigns.** Subject to the terms herein, this Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

8.3 **Professional Fees.** In the event of the bringing of any action or suit by a party hereto against the other party hereto by reason of any breach hereunder by such other party, then in such event, the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of such action or suit, including actual attorneys' fees, as and when incurred, and upon appeal, provided that neither party's liability under this Section 8.3 and Section 7.1 or 7.2, respectively, shall not exceed \$1,500 in the aggregate.

8.4 **Entire Agreement.** This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter thereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

8.5 **Governing Law.** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under and constructed and enforced in accordance with the laws of the State of California.

8.6 **Assignment.** Neither party hereto, shall have the right to assign its interest in, to and under this Agreement without the prior written consent of the other party, provided that Buyer may, without Seller's written consent, assign its interest in, to and under this Agreement to an affiliate of Buyer, provided that no such assignment shall relieve the Buyer from its liability under this Agreement.

8.7 **Counterparts & Facsimile.** This Agreement and other documents related to this transaction may be executed in two or more counterparts, each of which together shall constitute one and the same documents and considered valid and binding. This Agreement and other documents related to this transaction shall be considered valid and binding if faxed.

8.8 **Execution of Other Instruments.** Each Party agrees that it shall, upon the other party's request, take any and all steps, and execute, acknowledge and deliver to the other any and all further instruments necessary or expedient to effectuate the purposes of this Agreement.

8.9 **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a party or his attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting of this Agreement.

8.10 **Recitals; Exhibits; Annexes.** Any recital, exhibit or annex as set out herein and attached hereto are incorporated by reference into this Agreement.

Remainder of page intentionally left blank.

Signatures on following page.

**THE UNDERSIGNED HEREBY AGREE TO THE FOREGOING TERMS AND
CONDITIONS:**

SELLER:

DNP, INC.,
a Georgia corporation

By: 

Date: 10/3/08

BUYER:

WORLD INTERNATIONAL, LLC,
a Delaware limited liability company

By: _____

Its: _____

Date: _____

**THE UNDERSIGNED HEREBY AGREE TO THE FOREGOING TERMS AND
CONDITIONS:**

SELLER:

DNP, INC.,
a Georgia corporation

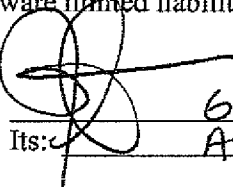
By: _____

Date: _____

BUYER:

WORLD INTERNATIONAL, LLC,
a Delaware limited liability company

By: _____

 Guillermo Marrero
Its: Attorney-in-fact

Date: _____

10/03/08

EXHIBIT A

Trademark Assets

- Word Mark: DIABLO GRANDE
IC 021. US 002 013 023 029 030 033 040 050
G & S: Wine glasses, cork pullers for removing cork stoppers from beverage bottles, corkscrews, and foil-cutters for removing metal and plastic foils from the top of beverage bottles.
Registration Number: 2713752
Registration Date: May 6, 2003
Owner: DNP, Inc.
- Word Mark DIABLO GRANDE
IC 025. US 022 039
G & S: Clothing, namely, shirts, t-shirts, sweatshirts, jackets, infant/toddler sleepwear, vests, warm-up jackets, warm-up pants, sun visors, cloth bibs, sweaters, hats, caps, wind-resistant jackets, rain jackets, rain pants, socks, swimsuits.
Registration Number: 2535247
Registration Date: February 5, 2002
Owner: DNP, Inc.
- Word Mark DIABLO GRANDE
IC 035. US 100 101 102.
G & S: winery services, namely, retail store services featuring wines.
Registration Number: 2505066
Registration Date: November 6, 2001
Owner: DNP, Inc.
- Word Mark DIABLO GRANDE
IC 037. US 100 103 106
G & S: Real estate development services
Registration Number 2306266
Registration Date January 4, 2000
Owner: DNP, Inc.
- Word Mark DIABLO GRANDE
IC 041. US 100 101 107.
G & S: Golf course, golf club services, entertainment in the nature of golf tournaments, instruction in the field of golf.
Registration Number 2309355
Registration Date January 18, 2000
Owner: DNP, Inc.

- Word Mark DIABLO GRANDE
IC 033. US 047 049.
G & S: Wine.
Registration Number 2309354
Registration Date January 18, 2000
Owner: DNP, Inc.
- Word Mark ISOM RANCH
IC 033. US 047 049.
G & S: Wine.
Registration Number 2697978
Registration Date March 18, 2003
Owner DNP, Inc.

Total Purchase Price:

\$1,500