

6123109

FORM PTO-1594 (Modified)
(Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)
TM05/REV04

06-29-2009

Docket No.:

RE
TRADEMARK



ONLY

LUNA ROSSA WINERY

To the Director of the U. S. Patent and Trademark

103565324

Documents or the new address(es) below.

1. Name of conveying party(ies):

Paolo D'Andrea
Sylvia D'Andrea

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State: _____
- Other _____

Citizenship (see guidelines) _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date: **June 19, 2009**

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: **Luna Rossa Winery, Inc.**

Internal

Address: _____

Street Address: **P.O. Box 1507**

City: **Deming**

State: **New Mexico**

Country: **UNITED STATES** ZIP: **88030**

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship **New Mexico**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

78/335,434

B. Trademark / Service Mark Registration No.(s)

JUN 23 2009

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

LUNA ROSSA WINERY pending trademark application

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: **Kevin Lynn Wildenstein**

Internal Address: _____

Street Address: **9400 Holly Avenue NE, Bldg. 4**

City: **Albuquerque**

State: **New Mexico** Zip: **87122**

Phone Number: **(505) 944-2500**

Fax Number: **(505) 944-2501**

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ **40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Kevin Lynn Wildenstein
Signature

June 22, 2009

Date

Kevin Lynn Wildenstein

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **2**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004013 FRAME: 0287

TRADEMARK ASSIGNMENT

WHEREAS, Paolo and Sylvia D'Andrea (the "Owners"), both individuals having a mailing address of P.O. Box 1507, Deming, New Mexico 88030 (UNITED STATES OF AMERICA), own all right, title and interest in United States Trademark Application No. 78/335,434 for the stylized mark "LUNA ROSSA" (filed December 2, 2003) (the "Trademark").

NOW, THEREFORE, in view of the above premises and good and valuable consideration, the receipt whereof is hereby acknowledged, the Owners do hereby sell, assign, and transfer unto Luna Rossa Winery, Incorporated all right, title, common law and interest in and to the Trademark, including a full release of any claim of lien, in the United States and foreign countries, and the entire right, title, and interest in and to any and all intellectual property which may be issued thereon in the United States and in any and all foreign countries.

The Owners hereby authorizes and requests the United States Patent and Trademark Office and any other foreign patent office to identify Luna Rossa Winery, Incorporated as the sole owner of the Trademark for the sole use and enjoyment of Luna Rossa Winery, Incorporated, its successors, and assigns.

Further, the Owners agrees to communicate to Luna Rossa Winery, Incorporated any facts known to the Owners respecting the Trademark, and to testify in any legal proceedings, to sign all lawful papers, to execute all divisions, continuations, substitutions, renewals, and reissue applications, to execute all necessary assignment papers, to cause any and all portion of the Trademark to be issued to Luna Rossa Winery, Incorporated, to make all rightful oaths and generally to do everything necessary or desirable to aid Luna Rossa Winery, Incorporated, its successors, and assigns to obtain and enforce proper protection for the Trademark. The Owners hereby covenants that no assignment, sale agreement or encumbrance has, or will be made or entered into, which would conflict with this assignment.

We hereby acknowledge by our signatures that we have read the foregoing and understand its contents and my rights and obligations thereunder and that we have had the opportunity to consult legal counsel prior to our signatures.



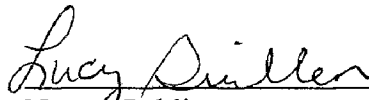
Paolo D'Andrea
Date: June 19, 2009

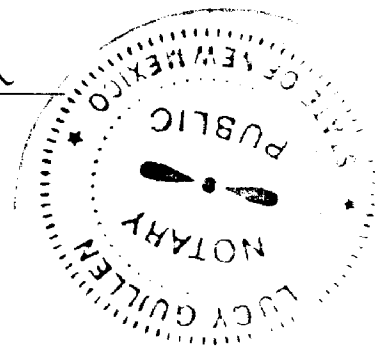


Sylvia D'Andrea
Date: June 19, 2009

STATE OF NEW MEXICO)
) §§
COUNTY OF LUNA)

SUBSCRIBED AND SWORN TO BEFORE me this 19th day of June, 2009, by Paolo D'Andrea and Sylvia D'Andrea.


Notary Public



My commission expires: 12/5/09