

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
Michael Foster		07/13/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Capture Wine Brands LLC		
Street Address:	1087 Anita Lane		
City:	Sebastopol		
State/Country:	CALIFORNIA		
Postal Code:	95472		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77516840	CAPTURE	
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 95401-6376		
ATTORNEY DOCKET NUMBER:	7684.2 CAPTURE WINE BRA		
NAME OF SUBMITTER:	Jay M. Behmke		
Signature:	/JMB-163603/		
Date:	08/05/2009		

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Total Attachments: 1
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TRADEMARK
REEL: 004038 FRAME: 0117

TRADEMARK APPLICATION ASSIGNMENT

USPTO Serial Number 77/525,175

WHEREAS, Michael Foster, a citizen of the United States, having an address at 1087 Anita Lane, Sebastopol CA 95472 ("Assignor") ("Assignor"), has intended to use the mark CAPTURE for Wines (the "Trade Mark") in interstate commerce and has filed an application with the United States Patent and Trademark Office on 07/08/2008 based on his bona fide intent to use such mark in commerce, which application has been given Serial No. 77/516,840, 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));

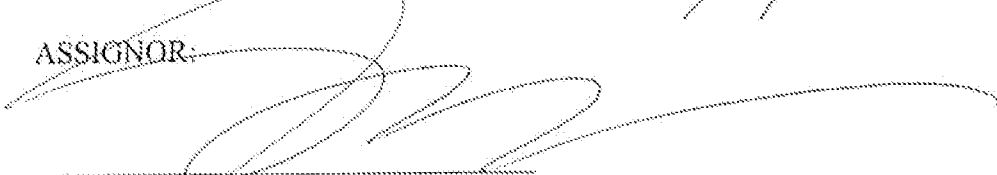
WHEREAS, Assignor desires to assign and CAPTURE WINE BRANDS LLC, a California limited liability company, having an address at 1087 Anita Lane, Sebastopol CA 95472 ("Assignee"), desires to receive all of the right, title and interest in and to the Trade Mark and the entire business or portion thereof 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 this 13th day of July, 2009.

ASSIGNOR:


Michael Foster

ASSIGNEE:

CAPTURE WINE BRANDS LLC

By 

Name: BENJAMIN STARE

Title: PRESIDENT & CEO