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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
Capture Wines LLC		109/02/2009 1	LIMITED LIABILITY COMPANY: CALIFORNIA

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:	77547435	PALETTE GALLERY WINES

CORRESPONDENCE DATA

Fax Number: (707)526-4707

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:	7703.2 PALETTE GALLERY
NAME OF SUBMITTER:	Jay M. Behmke
Signature:	/JMB-163603/
Date:	09/02/2009

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TRADEMARK

Total Attachments: 1 source=00198652#page1.tif

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TRADEMARK APPLICATION ASSIGNMENT

USPTO Serial Number 77/547,435

WHEREAS, Capture Wines LLC, a California limited liability company, having an address at 1087 Anita Lane, Sebastopol, CA 95472, U.S.A. ("Assignor"), has intended to use the mark PALETTE GALLERY WINES for wines (the "Trade Mark") in interstate commerce and has filed an application with the United States Patent and Trademark office on 08/14/2008 based on its bona fide intent to use such mark in commerce, which application has been given Serial No. 77/547,435 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, U.S.A. ("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 on <u>September 1</u>, 2009.

ASSIGNOR:

Capture Wines LLC

ASSIGNEE:

Capture Wine Brands LLC

By: Berjan Sharp

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