

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
Fife Vineyards LLC		04/03/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Exchange Bank		
Street Address:	545 Fourth Street		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2312916	REDHEAD VINEYARD	
Registration Number:	2274109	MAX FIFE MAX MAX FIFE CUVÉE M	
Registration Number:	2983402	L'ATTITUDE 39	
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:	2348.1 FIFE TO EXCHANGE B		
NAME OF SUBMITTER:	Jay M. Behmke, CA Bar #160603		

OP \$90.00 2312916

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**TRADEMARK
 REEL: 004121 FRAME: 0285**

Signature:	/JMB-163603/
Date:	12/28/2009
Total Attachments: 6 source=00205099#page1.tif source=00205099#page2.tif source=00205099#page3.tif source=00205099#page4.tif source=00205099#page5.tif source=00205099#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement"), dated as of April 3, 2009 (the "Effective Date"), is by and between Fife Vineyards LLC, a California limited liability company (the "Assignor") and, Exchange Bank, a California banking corporation (the "Assignee").

WHEREAS, pursuant to the California Commercial Code, Assignee has exercised the right to foreclose upon and cause the sale of certain of Assignor's Intellectual Property Rights, as defined below, and Assignee has agreed to sell such Intellectual Property Rights to a third party.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Assignment Agreement, "Intellectual Property Rights" shall mean all (a) U.S. and foreign trademarks, service marks, trade dress, logos, trade names and corporate names, and the goodwill associated therewith, and registrations and applications for registration thereof; (b) U.S. and foreign copyrights and rights under copyrights, including moral rights, and registrations and applications for registration thereof; (c) trade secrets; (d) URL and domain name registrations; (e) inventions (whether or not patentable) and improvements thereto; (f) all works of authorship (whether or not copyrightable); (g) other intellectual property rights; (h) copies and tangible embodiments thereof (in whatever form or medium) and (i) licenses (whether or not labeled as such) from third parties granting any rights with respect to any of the foregoing.

2. Assignment of Intellectual Property Rights.

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to the Intellectual Property Rights of the Assignor, including, without limitation, Marks and Domain Names described individually and further assigned by the following specific provisions and accompanying Schedules 1 and 2 of this Assignment Agreement.

3. Trademarks.

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following, together with the goodwill of the business and products associated with and symbolized by the same (collectively, the "Marks"):

all trademarks, service marks, logos, trade names, trade dress, logos, packaging design, slogans, registered and unregistered trademarks and service marks, and other marks of the Assignor and as set forth in Schedule 1, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and all

common law rights relating thereto, and any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

4. Copyrights.

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following (collectively, the "Copyrights"):

all registered and unregistered copyrights in both published and unpublished works.

5. Domain Names.

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following (collectively, the "Domain Names"):

all domain names of the Assignor and as set forth in Schedule 2. Without limiting the foregoing, the Assignor agrees to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the Domain Names to the Assignee. The Assignor agrees that it will not register or attempt to register any domain names after the Effective Date that include any of the Marks or Copyrights being assigned herewith or any variation thereof.

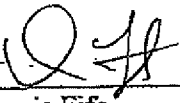
6. Cooperation Post-Execution.

Following the execution of this Assignment Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Assignment Agreement, to accomplish the purpose of this Assignment Agreement or to assure to the other party the benefits of this Assignment Agreement. Specifically, Assignor hereby authorizes the respective intellectual property office, or governmental agency in each jurisdiction to issue any and all governmental grants or issuances that may be granted upon any of the Marks, Copyrights, or Domain Names in the name of Assignee, as the assignee to the entire interest therein. The terms and conditions of this Assignment Agreement will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.


ASSIGNOR:

FIFE VINEYARDS LLC
a California limited liability company

By: 
Name: Dennis Fife
Title: President

ASSIGNEE:

EXCHANGE BANK
a California banking corporation


By: 
Name: Duane D. Dancy
Title: Vice President

Intellectual Property Assignment Agreement Signature Page

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

ASSIGNOR:

FIFE VINEYARDS LLC
a California limited liability company

By: 
Name: Dennis Fife
Title: President

ASSIGNEE:

EXCHANGE BANK
a California banking corporation

By: _____
Name: _____
Title: _____

Schedule 1

"Marks"

Name

- | | | |
|--------------------------------|------------------------|---------|
| 1. Redhead Vineyard | USPTO Registration No. | 2312916 |
| 2. Max Fife Max Max Fife Cuvee | USPTO Registration No. | 2274109 |
| 3. L'Attitude 39 | USPTO Registration No. | 2983402 |
| 4. Fife | | |
| 5. Fife Vineyards | | |

Schedule 2

“Domain Names”

fifevineyards.com