

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exchange Bank		04/04/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LW WINE PARTNERS, LLC		
<b>Street Address:</b>	585 First Street W.		
<b>City:</b>	Sonoma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95476		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2312916	REDHEAD VINEYARD	
<b>Registration Number:</b>	2274109	MAX FIFE MAX MAX FIFE CUVEE M	
<b>Registration Number:</b>	2983402	L'ATTITUDE 39	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(707)526-4707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	707.526.4200		
<b>Email:</b>	jmbehmke@cmprlaw.com		
<b>Correspondent Name:</b>	Jay M. Behmke		
<b>Address Line 1:</b>	100 B Street Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401-6376		
<b>ATTORNEY DOCKET NUMBER:</b>	2348.1 EXBANK TO LW WINE		
<b>NAME OF SUBMITTER:</b>	Jay M. Behmke, CA Bar #160603		
<b>Signature:</b>	/JMB-163603/		

OP \$90.00 2312916

**900150884**

**TRADEMARK  
 REEL: 004122 FRAME: 0222**

Date:

12/29/2009

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement"), dated as of April 4, 2009 (the "Effective Date"), is by and between Exchange Bank, a California banking corporation (the "Assignor") and, LW Wine Partners, LLC, a California limited liability company (the "Assignee").

WHEREAS, in connection with the Asset Purchase Agreement dated April 3, 2009, by and among the Assignee and Assignor (the "Asset Purchase Agreement") the Assignor wishes to assign and transfer to the Assignee the Intellectual Property Rights, as defined below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, 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:**

**EXCHANGE BANK**  
a California banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**LW WINE PARTNERS, LLC**  
a California limited liability company

By:   
Name: Douglas Walker  
Title: Manager

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

**ASSIGNOR:**

**EXCHANGE BANK**  
a California banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CEO

**ASSIGNEE:**

**LW WINE PARTNERS, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Name: Douglas Walker  
Title: Manager

**Intellectual Property Assignment Agreement Signature Page**

Schedule I

"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

