

**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>
James Ontiveros		02/01/2010	INDIVIDUAL: UNITED STATES
Paul Wilkins		02/01/2010	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alta Maria Vineyards, LLC		
<b>Street Address:</b>	P.O. Box 8753		
<b>City:</b>	Santa Maria		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93456		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3393828	A M ALTA MARIA VINEYARDS	
<b>Registration Number:</b>	3692452	ALTA MARIA VINEYARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)543-0752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(805) 543-4171		
<b>Email:</b>	mbabu@amblaw.com		
<b>Correspondent Name:</b>	Melissa McGann Babu, AndreMorris&Buttery		
<b>Address Line 1:</b>	1102 Laurel Lane		
<b>Address Line 4:</b>	San Luis Obispo, CALIFORNIA 93401		
<b>ATTORNEY DOCKET NUMBER:</b>	ALTAM02-ASSIGNTRADEMARK		
<b>NAME OF SUBMITTER:</b>	Paul Wilkins		
<b>Signature:</b>	/Paul Wilkins/		

CH \$65.00 3393828

**900153767**

**TRADEMARK  
 REEL: 004142 FRAME: 0481**

Date:

02/02/2010

**Total Attachments: 4**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

James Ontiveros

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Alta Maria Vineyards, LLC

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 8753

City: Santa Maria

State: CA

Country: USA Zip: 93456

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_

Other LLC      Citizenship California

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

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

Execution Date(s) February 1, 2010

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,393,828 & 3,692,452

Additional sheet(s) attached?  Yes  No

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

A M ALTA MARIA VINEYARDS (design) & ALTA MARIA VINEYARDS (words)

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

Name: Melissa McGann Babu, Esq., Andre, Morris & Buttery

Internal Address: \_\_\_\_\_

Street Address: 1102 Laurel Lane

City: San Luis Obispo

State: CA Zip: 93401

Phone Number: (805) 543-4171

Fax Number: (805) 543-0752

Email Address: mbabu@amblaw.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

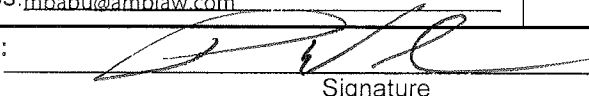
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 50-2981

Authorized User Name Melissa Babu

**9. Signature:**



Signature

2/1/10  
Date

Paul Wilkins

Name of Person Signing

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

4

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**2. Name conveying parties: (continuation)**

Name: Paul Wilkins

Citizenship: United States

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and effective as of February 1, 2010 by and between JAMES ONTIVEROS and PAUL WILKINS (collectively, "Assignor") and ALTA MARIA VINEYARDS, LLC, a California limited liability company ("Assignee").

### RECITALS

A. Assignor has adopted, owns and is using "A M Alta Maria Vineyards<sup>®</sup>" (design) and "Alta Maria Vineyards<sup>®</sup>" (words) (collectively, the "Marks") as trademarks in connection with the marking, sale and distribution of wine (the "Goods").

B. Assignor owns federal registrations with the United States Patent and Trademark Office (the "PTO") for the Marks in connection with the Goods (Registration No. 3,393,828, registered on March 11, 2008 for the design and Registration No. 3,692,452, registered on October 6, 2009 for the words).

C. Assignee desires to acquire the Marks and the associated federal registrations.

### ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, all right, title and interest in and to the Marks, together with the associated federal registrations, and Assignee hereby accepts such assignment. Such assignment includes the right in and to all income, royalties, damages and payments now and hereafter due or payable with respect to any future trademark registration(s) which may be granted, and in and to all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee acknowledges and agrees that the Marks and federal registrations being transferred hereunder are transferred "AS IS," without any representations or warranties of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose. Assignee shall record notice of this Assignment with the PTO.

2. Cooperation.

2.1. The parties covenant and agree that each of them will at any time upon reasonable request of the other make, execute and deliver to the other party, without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel, may in any country be required or necessary to secure to and vest in the parties, their respective successors and authorized assigns, the entire right, title and interest in and to the Marks.

2.2. The parties further covenant and agree that each of them will at any time upon reasonable request communicate to the other party, their successors, authorized assigns or other legal representatives any facts relating to the Marks known to him/it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

3. Miscellaneous. This instrument constitutes the entire agreement between Assignor and Assignee with respect to the assignment of the Marks. This Assignment shall be governed by and construed in accordance with the laws of the State of California. If any of the provisions of this Assignment are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Assignment and shall not cause the invalidity or unenforceability of the remainder of this Assignment.

Each individual executing this Assignment represents or warrants that he is duly authorized to execute and deliver this Assignment and that this Assignment is binding upon the parties in accordance with its terms and in no way stands in contravention of any prior agreement to which Assignor or Assignee is a party.

"Assignor"

James Ontiveros  
JAMES ONTIVEROS  
Paul Wilkins  
PAUL WILKINS

"Assignee"

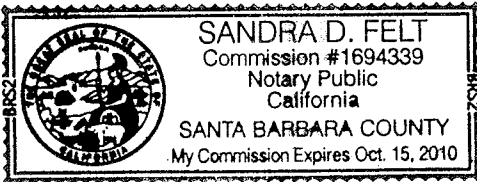
ALTA MARIA VINEYARDS, LLC,  
a California limited liability company

By: James Ontiveros  
James Ontiveros, Manager  
By: Paul Wilkins  
Paul Wilkins, Manager

STATE OF CALIFORNIA } ss.  
COUNTY OF SANTA BARBARA

On February 1, 2010 before me, Sandra D. Felt, a Notary Public (here insert name and title of the officer), personally appeared Paul Wilkins personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

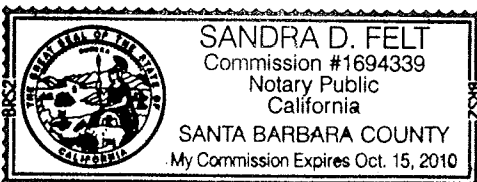


Sandra D. Felt  
Notary Public

STATE OF CALIFORNIA } ss.  
COUNTY OF SANTA BARBARA

On February 1, 2010 before me, Sandra D. Felt, a Notary Public (here insert name and title of the officer), personally appeared James Ontiveros personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sandra D. Felt  
Notary Public