Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the address of assignee previously recorded on Reel 003111 Frame 0525. Assignor(s) hereby confirms the assigns the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joseph Phelps Vineyards LLC		106/24/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ventana Vintners, LLC	
Street Address:	2999 Monterey-Salinas Hwy., #10	
City:	Monterey	
State/Country:	CALIFORNIA	
Postal Code:	93940	
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2823251	LE MISTRAL
Registration Number:	2564606	PASTICHE

CORRESPONDENCE DATA

Fax Number: (415)576-0300

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

Phone: (415) 576-0200

Email: mmgorelnik@townsend.com

Correspondent Name: Marc M. Gorelnik

Address Line 1: Two Embarcadero Center

Address Line 4: San Francisco, CALIFORNIA 94111-3834

NAME OF SUBMITTER: Marc M. Gorelnik	NAME OF SUBMITTER:	Marc M. Gorelnik
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TRADEMARK REEL: 004167 FRAME: 0441 7873751

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Signature:	/Marc M. Gorelnik/
Date:	03/15/2010
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK
REEL: 004167 FRAME: 0442

TRADEMARK ASSIGNMENT

WHEREAS, Joseph Phelps Vineyards LLC, a California limited liability company ("Assignor"), owns the trademarks identified in Schedule A attached hereto (the "Trademarks") which are registered in the patent and trademark offices of the jurisdictions indicated; and

WHEREAS, VENTANA VINTNERS, LLC, a California limited liability company ("Assignee"), located and doing business at 2999 Montery-Salinas Hwy #10, Monterey, CA 93940 desires to acquire said Trademarks and the registrations thereof;

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

- 1. Assignor does hereby assign unto Assignee all right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof as identified in **Schedule A**. Assignee accepts such assignment.
- 2. Notwithstanding the foregoing, Assignor shall retain the right to sell any or all of Assignor's remaining stock of pre-2007 LE MISTRAL and pre-2008 PASTICHE brand wines (the "Excluded Wines") at fair market retail value, without payment of any royalty or license fee to Assignee.
- 3. The terms of this Trademark Assignment shall be binding upon, and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS OF THE FOREGOING, the parties execute this Trademark Assignment to be effective as of June 21, 2008.

JOSEPH PHELPS VINEYARDS, LLC A California limited liability company By: Name: Druid Lockwood Title: V.P. CFO MANAGEN ASSIGNEE: Ventana Vintners, LLC A California limited liability company Dated: By:

ASSIGNOR:

Name: ______Title: _____

TRADEMARK ASSIGNMENT

WHEREAS, Joseph Phelps Vineyards LLC, a California limited liability company ("Assignor"), owns the trademarks identified in Schedule A attached hereto (the "Trademarks") which are registered in the patent and trademark offices of the jurisdictions indicated; and

WHEREAS, VENTANA VINTNERS, LLC, a California limited liability company ("Assignee"), located and doing business at 2999 Montery-Salinas Hwy #10, Monterey, CA 93940 desires to acquire said Trademarks and the registrations thereof;

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

- 1. Assignor does hereby assign unto Assignee all right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations thereof as identified in **Schedule A**. Assignee accepts such assignment.
- 2. Notwithstanding the foregoing, Assignor shall retain the right to sell any or all of Assignor's remaining stock of pre-2006 LE MISTRAL and pre-2008 PASTICHE brand wines (the "Excluded Wines") at fair market retail value, without payment of any royalty or license fee to Assignee.
- 3. The terms of this Trademark Assignment shall be binding upon, and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS OF THE FOREGOING, the parties execute this Trademark Assignment to be effective as of June , 2008.

ASSIGNOR: JOSEPH PHELPS VINEYARDS, LLC A California limited liability company By: _______ Name: ______ Title: _____ Dated: Tune 27 2008 By: _______ Name: ______ Randall C. Fura _____ Title: ______ Manager

TrademarkAssignment

TRADEMARK REEL: 004167 FRAME: 0444

SCHEDULE A

to Trademark Assignment

United States

Trademark Reg. No. Reg. Date

PASTICHE 2564606 April 23, 2002

LE MISTRAL (Stylized) 2823251 March 16, 2004

European Community

Trademark Reg. No. Reg. Date

PASTICHE 2316156 November 25, 2002

TrademarkAssignment

RECORDED: 03/15/2010

TRADEMARK REEL: 004167 FRAME: 0445