

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Corus Estates & Vineyards LLC		01/01/2010	LIMITED LIABILITY COMPANY: WASHINGTON

**RECEIVING PARTY DATA**

Name:	Dandrew Wine LLC
Street Address:	3534 Bagley Ave N.
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2899856	SIX PRONG
Registration Number:	2899852	SERIENCE
Registration Number:	2811693	ZEFINA
Registration Number:	3204373	BATTLE CREEK
Registration Number:	3459469	BLUE PIRATE
Registration Number:	3810455	ALDER RIDGE
Serial Number:	77867523	SAWTOOTH

**CORRESPONDENCE DATA**

Fax Number: (206)749-2006  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 206-447-8925  
 Email: stepn@foster.com  
 Correspondent Name: Nancy V. Stephens  
 Address Line 1: 1111 3rd Avenue

CH \$190.00 2899856

Address Line 2: Suite 3400  
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	97248 - 4 CORUS ASSGN.
NAME OF SUBMITTER:	Nancy V. Stephens
Signature:	/Nancy V. Stephens/
Date:	07/27/2010

Total Attachments: 5  
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**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "*Agreement*") is entered into effective as of January 1, 2010 (the "Effective Date") by and between Dandrew Wine LLC, a Washington limited liability company ("*Dandrew*"), Precept Brands LLC, a Washington limited liability company ("*Precept*") and Corus Estates & Vineyards LLC, a Washington limited liability company ("*Seller*"). Dandrew, Precept and Seller are referred to collectively herein as the "*Parties*."

This Agreement contemplates a transaction in which Dandrew will purchase certain intellectual property and [REDACTED] of Seller and assume [REDACTED] in return for [REDACTED]

[REDACTED] Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

§1. Basic Transaction.

(a) *Dandrew Purchase and Sale of Assets.* On and subject to the terms and conditions of this Agreement, Dandrew will purchase from Seller all of Seller's right, title and interest to the following assets: [REDACTED] the intellectual property assets listed on the attached Exhibit B (the "Intellectual Property"),

collectively referred to herein as the "Dandrew Assets." Seller agrees to sell, transfer, convey and deliver to Dandrew the Dandrew Assets effective as of the Effective Date for the consideration specified below

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

DANDREW WINE LLC

By: Andrew Browne  
Andrew Browne, Manager

PRECEPT BRANDS LLC

By: Andrew Browne  
Andrew Browne, Manager

CORUS ESTATES & VINEYARDS LLC

By: \_\_\_\_\_  
Paul D. Lukas, Manager

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.


DANDREW WINE LLC

By: \_\_\_\_\_  
Andrew Browne, Manager

PRECEPT BRANDS LLC

By: \_\_\_\_\_  
Andrew Browne, Manager

CORUS ESTATES & VINEYARDS LLC

By:  \_\_\_\_\_  
Paul D. Lukas, Manager

## **EXHIBIT B**

### **Intellectual Property**

The following registered trademarks, and all related tradenames, trade dress, logos, translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, together with all licenses, sublicenses, agreements and other permissions granted and obtained with respect thereto, and all rights and obligations thereunder, along with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue and recover for past, present and future infringement, misappropriation, or violation of any of the foregoing:

#### **SIX PRONG**

Reg. No. 2,899,856

Date: 2/2/04

For: Wine, in class 33 (U.S. CLS. 47 and 49)

First Use: 7-15-03, in commerce 10-16-03

#### **SERIENCE**

Reg. No. 2,899,852

Date: 2/2/04

For: Wine, in class 33 (U.S. CLS. 47 and 49)

First Use: 7-15-03, in commerce 10-16-03

#### **ZEFINA**

Reg. No. 2,811,693

Date: 2/3/04

For: Wine, in class 33 (U.S. CLS. 47 and 49)

First Use: 7-15-03, in commerce 10-16-03

#### **BATTLE CREEK**

Reg. No. 3,204,373

Date: 1/30/07

For: Wine, in class 33 (U.S. CLS. 47 and 49)

First Use: 5-24-04, in commerce 9-8-04

**BLUE PIRATE**

Reg. No. 3,459,469

Date: 7/1/08

For: Wine, in class 33 (U.S. CLS. 47 and 49)

First Use: 10-23-07, in commerce 10-23-07

**ALDER RIDGE**

Application filed with the US Trademark Office 11/6/09.

Application No. 77/867,509

**SAWTOOTH**

Application filed with the US Trademark Office 11/6/09

Application No. 77/867,523