

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
Frederick P Furth		07/30/2010	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Chalk Hill, LP		
Composed Of:	COMPOSED OF CH Wine Management, LLC, sole general partner		
Street Address:	601 Riverside Avenue		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32204		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1442381	CHALK HILL WINERY	
Registration Number:	2155004	CHALK HILL	
Registration Number:	1779813	ESTATE OF THE ART	
Registration Number:	2104452	ESTATE VINEYARD SELECTION	
Registration Number:	3129298	UNIVERSITY OF WINE AT CHALK HILL	
CORRESPONDENCE DATA			
Fax Number:	(314)436-8400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 231-2800		
Email:	jbg@stolarlaw.com		
Correspondent Name:	John B. Greenberg		
Address Line 1:	911 Washington Avenue		
Address Line 2:	7th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		

OP \$140.00 1442381

NAME OF SUBMITTER:	John B. Greenberg, counsel for assignee
Signature:	/John B. Greenberg/
Date:	01/04/2011
Total Attachments: 4 source=Assignment of Chalk Hill Marks#page1.tif source=Assignment of Chalk Hill Marks#page2.tif source=Assignment of Chalk Hill Marks#page3.tif source=Assignment of Chalk Hill Marks#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

WHEREAS, Frederick P. Furth, an unmarried individual, having his principal place of business at 10300 Chalk Hill Road, Healdsburg, California, or his designee in the case of certain domain name registrations ("Assignor"), is the owner of the trademarks, trade names, trademark registrations and domain name registrations described in Exhibit A attached hereto (the "Marks");

WHEREAS, Assignor and Chalk Hill, LP, a Delaware limited partnership ("Assignee"), have executed that Asset Purchase Agreement of even date (the "Principal Agreement"); and

WHEREAS, pursuant to the terms of the Principal Agreement, Assignor desires to assign and Assignee desires to receive all of the right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Principal Agreement, and other good and valuable consideration, the receipts and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and permitted assigns, all of the right, title and interest in and to the Marks, together with the goodwill associated therewith and symbolized by the Marks, all common law rights related thereto, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of such Marks or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

Assignee shall assume and become responsible to pay, perform and discharge all the debts, obligations, and liabilities in connection with the Marks arising after the Closing, as defined in the Principal Agreement.


Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of the right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.


This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have entered into and executed this Trademark and Domain Name Assignment as of the ____ day of July, 2010.

CHALK HILL ESTATE WINERY, LLC
a California limited liability company

By: 
Frederick P. Furth
Sole Member


Frederick P. Furth,
an unmarried individual

Acknowledged and Accepted by:

CHALK HILL, LP
a Delaware limited partnership

By: CH WINE MANAGEMENT, LLC, as sole general partner

By: _____
William P. Foley, II
Member

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Trademark and Domain Name Assignment as of the ____ day of July, 2010.

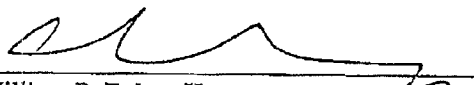
Frederick P. Furth,
an unmarried individual

Acknowledged and Accepted by:

CHALK HILL, LP
a Delaware limited partnership

By: CH WINE MANAGEMENT, LLC, as sole general partner

By: _____


William P. Foley, II
Member



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Trademark and Domain Name Assignment (Furth)

TRADEMARK
REEL: 004446 FRAME: 0423

EXHIBIT A

Schedule of Trademarks

Mark	Goods/Services	Registrant	Serial Number	Reg. Number	Reg. Date
CHALK HILL WINERY & design 	Wine	Furth, Frederick P. DBA Chalk Hill Winery	73616474	1442381	6/9/87
CHALK HILL & design 	Wine	Furth, Frederick P. DBA Chalk Hill Winery	75294133	2155004	5/5/98
ESTATE OF THE ART	Wine	Furth, Frederick P. DBA Chalk Hill Winery	74260870	1779813	6/29/93
ESTATE VINEYARD SELECTION <i>Supplemental</i>	Wine	Furth, Frederick P. DBA Chalk Hill Winery	75164454	2104452	10/7/97
UNIVERSITY OF WINE AT CHALK HILL	Conducting educational programs relating to wine, wine distribution and viticulture.	Furth, Frederick P.	78682017	3129298	8/15/06

Schedule of Domain Names

www.chalkhill.com

Exhibit A

Trademark and Domain Name Assignment (Furth)