

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
Emerald Wines, LLC		01/10/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Briarcliff Wine Group, LLC
Street Address:	2100 Jackson Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94115
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78814410	GRAIL
Registration Number:	3381831	CARNEROS SIGNATURE RESERVE
Registration Number:	3255431	CARNEROS CREEK
Registration Number:	3187345	
Registration Number:	3187344	
Registration Number:	3187145	RAMSHEAD
Registration Number:	3226186	LOS CARNEROS RESERVE
Registration Number:	3187143	WILDHURST
Registration Number:	1383637	CARNEROS CREEK WINERY

CORRESPONDENCE DATA

Fax Number: (913)451-0875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 913-451-5100
 Email: gkraai@lathropgage.com

900183416

**TRADEMARK
 REEL: 004469 FRAME: 0581**

CH \$240.00 78814410

Correspondent Name: Gerald M. Kraai
Address Line 1: 10851 Mastin Blvd, Bldg 82, Suite 1000
Address Line 4: Overland Park, KANSAS 66210

NAME OF SUBMITTER:	Gerald M. Kraai
Signature:	/Gerald M. Kraai/
Date:	02/08/2011

Total Attachments: 6
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OMNIBUS TRADEMARK ASSIGNMENT

This OMNIBUS TRADEMARK ASSIGNMENT is entered into by and between Emerald Wines, LLC (the "Assignor"), and Briarcliff Wine Group, LLC (the "Assignee") as of the 10th day of January 2011. Assignor and Assignee are referred to collectively herein as the "Parties."

WHEREAS, Assignor is the owner of all rights, title and interests in and to the trademarks listed on the attached Exhibit A, and any and all related trademark applications and registrations (collectively, the "Trademarks"); and

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademarks; and

WHEREAS, Assignee has agreed to accept said conveyance and assume ownership of all of Assignors' right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:


1. Assignment. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Judgment entered on October 5, 2010 in San Francisco Superior Court case number CGC 10-499563 awarding to Assignee monetary damages and restitution of the Trademarks listed on Exhibit A, among other relief, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its right, title and interest in, to and under the Trademarks including that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use any of the Trademarks, all rights to sue and recover for past and future infringement thereof and all goodwill associated therewith. Assignor hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and any other government/regulatory agency worldwide and shall submit such documents (such as registrant name change agreements) as are necessary to effect the assignment and transfer of the Trademarks to Assignee, with all reasonable filing costs to be borne by Assignee. Assignor hereby grants to Assignee an irrevocable power of attorney, coupled with an interest, to execute and file any of the foregoing notices and other documents.

2. Further Assurances. Assignor and Assignee shall, from time to time, separately execute, acknowledge, deliver and perform or cause to be executed, acknowledged, delivered and performed, such further acts, assignments, transfers, conveyances, powers of attorney, assurances or otherwise as may be reasonably necessary or proper to carry out the provisions and intent of this Assignment.

3. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed below by an authorized representative of each Party.

ASSIGNOR:
EMERALD WINES, LLC

By: 
Title: CEO/DIRECTOR
Print name: RICHARD HURST

NOTARY ACKNOWLEDGEMENT

State of Connecticut

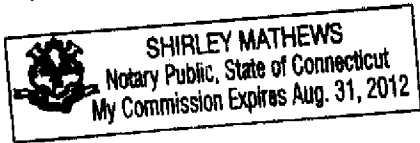
County of Fairfield ^{NEW} ss. (Guan)

On this the 10 day of January 2011 before me SHIRLEY MATHEWS the undersigned officer, personally appeared Richard Hurst, known to me or satisfactorily proven to be the person whose name is subscribed to the above Trademark Assignment, and he acknowledged to me that he voluntarily executed the instrument in his authorized capacity and that by his signature he intended to execute same for the purposes therein contained


In witness whereof I hereunto set my hand


Signature of Notary Public

Date commission expires: _____



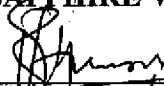
**ASSIGNEE:
BRIARCLIFF WINE GROUP, LLC**

By: 
Title: Manager
Print name: Maurice Kanbar


ACKNOWLEDGMENT AND DISCLAIMER OF INTEREST

Each of the undersigned hereby acknowledges and consents to the foregoing Assignment, and represents and warrants to Assignee that the undersigned holds no interest, legal or equitable, in or to any of the assigned rights or marks or related goodwill, and further quitclaims and transfers unto Assignee any interest that the undersigned may have had in the past, now has, or may have in the future in any of the foregoing Trademarks.

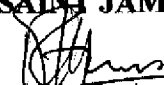
**DISCLAIMER OF INTEREST
BY SAPPHIRE WINES, LLC**

By: 
Title: CEO/DIRECTOR
Print name: RICHARD HURST.

**DISCLAIMER OF INTEREST BY
THE SAINT JAMES EOS WINE COMPANY**

By: 
Title: CEO/DIRECTOR
Print name: RICHARD HURST.

**DISCLAIMER OF INTEREST BY
THE SAINT JAMES COMPANY**

By: 
Title: CEO/DIRECTOR
Print name: RICHARD HURST.

NOTARY ACKNOWLEDGEMENT

State of Connecticut

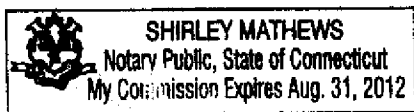
County of Franco ss. ^{New} (Conn)

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In witness whereof I hereunto set my hand.


Signature of Notary Public

Date commission expires: _____



TRADEMARK ASSIGNMENT

SCHEDULE 1

Schedule of Trademark Applications/Registrations

Mark	Reg. (App.) No.	Issue (Filing) Date
GRAIL	(78814410)	(February 14, 2006)
CARNEROS SIGNATURE RESERVE	3381831	February 12, 2008
CARNEROS CREEK Ramshead Design	3255431	June 26, 2007
WILDHURST Tree Design	3187345	December 19, 2006
RAMSHEAD Design	3187344	December 19, 2006
RAMSHEAD	3187145	December 19, 2006
LOS CARNEROS RESERVE	3226186	April 3, 2007
WILDHURST	3187143	December 19, 2006
CARNEROS CREEK WINERY	1383637	February 18, 1986