

**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>
Fetzer Vineyards		04/14/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brown-Forman Corporation		
<b>Street Address:</b>	850 Dixie Highway		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40210		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3412866	LBD	
<b>Registration Number:</b>	3749777	LITTLE BLACK DRESS LBD	
<b>Registration Number:</b>	3164138	LITTLE BLACK DRESS	
<b>Registration Number:</b>	3739999	LITTLE BLACK DRESS	
<b>Registration Number:</b>	3521498	OFFICIAL WINE OF AWARDS SEASON	
<b>Serial Number:</b>	85124329	LITTLE BLACK DRESS	
<b>Serial Number:</b>	77591406	LITTLE WHITE DRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)446-5230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4154465225		
<b>Email:</b>	jdpilegal@jdpi.com		
<b>Correspondent Name:</b>	David S. Gooder		
<b>Address Line 1:</b>	4040 Civic Center Drive, Suite 528		
<b>Address Line 4:</b>	San Rafael, CALIFORNIA 94903		

CH \$190.00 3412866

NAME OF SUBMITTER:	David S. Gooder
Signature:	/David S. Gooder/
Date:	04/28/2011
<b>Total Attachments: 6</b> source=LBD Assignment Agreement#page1.tif source=LBD Assignment Agreement#page2.tif source=LBD Assignment Agreement#page3.tif source=LBD Assignment Agreement#page4.tif source=LBD Assignment Agreement#page5.tif source=LBD Assignment Agreement#page6.tif	

**INTELLECTUAL PROPERTY  
ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Agreement") is made as of April 14, 2011, between Fetzer Vineyards, a California corporation with an address at 12901 Old River Road, Hopland, California 95449 ("Assignor"), and Brown-Forman Corporation, a Delaware corporation with an address at 850 Dixie Highway, Louisville, Kentucky 40210 ("Assignee").

WHEREAS, Assignee, the parent entity of Assignor, and Vifia Concha y Toro S.A. ("Purchaser") are parties to that certain Stock Purchase Agreement, dated as of March 1, 2011, as amended (the "Stock Purchase Agreement");

WHEREAS, in accordance with the Stock Purchase Agreement, Purchaser and Assignee have agreed that Assignor shall, and Assignor desires to, sell, convey, assign, transfer and deliver (collectively, "Transfer") to Assignee all of Assignor's rights, title and interest in and to the Intellectual Property (as defined below) prior to the closing of the transactions contemplated by the Stock Purchase Agreement (the "Closing"); and

WHEREAS, the Transfer is undertaken pursuant to the Plan of Liquidation of the Assignor duly approved and adopted by the respective Boards of Directors (or duly appointed committees thereof) of each of Assignor and Assignee (the "Plan");

NOW, THEREFORE, pursuant to the Plan (and not, for the avoidance of doubt, as consideration for any prior or subsequent contributions to capital made by Assignee to Assignor), it is agreed as follows:

1. Assignor hereby Transfers to Assignee, effective on the date hereof, all of Assignor's right, title and interest in and to the trademarks, service marks, designs, words, copyrights and other works of authorship, logos and related trade dress, to the extent related to the "Little Black Dress" brand or products (collectively, the "Intellectual Property"), including but not limited to all applications, registrations and renewals therefor in any country or other jurisdiction, and all statutory and common law rights of the Assignor in and to the foregoing, the intellectual property assets specified in Exhibits A and B hereto, and the goodwill arising from the use of and symbolized by the same, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. The Intellectual Property comprises a portion of the "Excluded Assets" as such term is used in the Plan.

2. Without limiting the foregoing, the parties agree that:

(a) with regard to any copyrights relating to the Intellectual Property, Assignor hereby assigns to Assignee all copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) rights to sue for, and to receive damages from, past, present and future infringements thereof and (iii) other rights corresponding thereto throughout the world; and

(b) with regard to any trademarks relating to the Intellectual Property, Assignor hereby assigns to Assignee all trademarks (including service marks, trade dress, trade styles, designs and trade names, whether registered or at common law), registrations and applications therefor, and the goodwill of the owner's business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) rights to sue for, and to receive damages from, past, present and future infringements or misappropriations thereof and (iii) other rights corresponding thereto throughout the world.

3. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR IS NOT MAKING IN THIS AGREEMENT (OR ANY OTHER AGREEMENT CONTEMPLATED BY THIS AGREEMENT OR OTHERWISE) ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED AS TO THE TITLE, VALIDITY, CONDITION, QUALITY, MERCHANTABILITY OR FITNESS OF ANY INTELLECTUAL PROPERTY, OR WHETHER SUCH INTELLECTUAL PROPERTY INFRINGES THE RIGHTS OF THIRD PARTIES AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.

4. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignor's interests in and to the Intellectual Property.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of law.

[Signature Page Follows]

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

FETZER VINEYARDS,  
a California corporation

By: 

Name: Mary E. Barraozotto

Title: Director

BROWN-FORMAN CORPORATION,  
a Delaware corporation

By: 

Name: Gerard J. Anderson

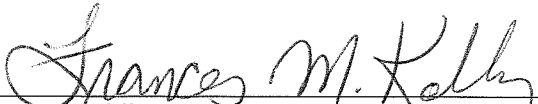
Title: SVP, Corporate Finance

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 004530 FRAME: 0836**

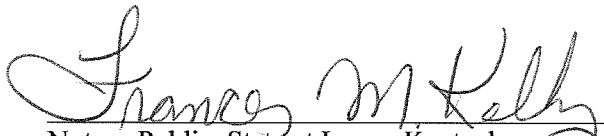
COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Intellectual Property Assignment Agreement was acknowledged before me on April 14, 2011 by Gerard J. Anderson, personally known or sufficiently identified to me, as the Senior Vice President, Corporate Finance of Brown-Forman Corporation, a Delaware corporation, on behalf of the corporation.

  
Notary Public, State at Large, Kentucky  
Printed Name: Frances M. Kelly  
My commission expires: 3-12-2015

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing Intellectual Property Assignment Agreement was acknowledged before me on April 14, 2011 by Mary E. Barrazotto, personally known or sufficiently identified to me, as the Director of Fetzer Vineyards, a California corporation, on behalf of the corporation.

  
Notary Public, State at Large, Kentucky  
Printed Name: Frances M. Kelly  
My commission expires: 3-12-2015

**EXHIBIT A**  
**To Intellectual Property Assignment Agreement**

Trademark Registrations and Applications for Registration

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Class
LBD	Canada	Registered	2/28/2008	1385352	7/15/2009	743523	33
LBD	U.S.A.	Registered	7/26/2005	78678760	4/15/2008	3412866	33
LBD Trade Dress (2009)	Canada	Filed	8/18/2011	1492698			33
LBD Trade Dress (2009)	U.S.A.	Registered	7/28/2009	77791106	2/16/2010	3749777	33
LITTLE BLACK DRESS	Aruba	Registered	10/29/2009	IM091029.12	10/29/2009	28304	33
LITTLE BLACK DRESS	Bermuda	Registered	2/12/2007	46597	2/12/2007	46597	33
LITTLE BLACK DRESS	British Virgin Islands	Registered	12/15/2006		1/7/2006	2336	33
LITTLE BLACK DRESS	Canada	Filed	9/15/2010	1496070			33
LITTLE BLACK DRESS	Canada	Registered	12/9/2005	1282547	4/9/2008	TMA711519	33
LITTLE BLACK DRESS	China	Filed	9/15/2010	8670540			33
LITTLE BLACK DRESS	European (O.H.M.I.)	Registered	11/3/2006	5438817	10/29/2007	5438817	33
LITTLE BLACK DRESS	Mexico	Registered	9/20/2010	1120309	10/21/2010	1185305	33
LITTLE BLACK DRESS	Montserrat	Registered	1/7/2006		1/7/2006	1837	33
LITTLE BLACK DRESS	Russian Federation	Filed	9/15/2010	2010729805			33
LITTLE BLACK DRESS	Turks and Caicos Islands	Published	6/28/2010	16189			33
LITTLE BLACK DRESS	United Kingdom	Registered	1/7/2006	2410552	1/7/2006	2410552	33
LITTLE BLACK DRESS	U.S.A.	Filed	9/7/2010	85124329			33
LITTLE BLACK DRESS	U.S.A.	Registered	7/26/2005	78678737	10/24/2006	3164138	33
Little Black Dress & Logo (Hanger Design)	Canada	Published	7/16/2009	1444935			33
Little Black Dress & Logo (Hanger Design)	U.S.A.	Registered	7/13/2009	77779541	1/19/2010	3739999	33
Little White Dress	Canada	Published	10/20/2008	1415131			33
Little White Dress	European (O.H.M.I.)	Registered	11/11/2008	7381205	6/9/2009	7381205	33
Little White Dress	U.S.A.	Allowed	10/13/2008	77591406			33
LITTLE BLACK DRESS	Chile	Filed	3/1/2011	Unknown			33
OFFICIAL WINE OF AWARDS SEASON	USA	Registered	4/25/2007	77165425	10/21/2008	3521498	33

**EXHIBIT B**  
**To Intellectual Property Assignment Agreement**

Common Law Trademarks

RESPONSIBLE DRINKING IS ALWAYS IN STYLE

ACCESSORIZE RESPONSIBLY

COUTURE-TINI

FASHIONISTA and THE FASHIONISTA

LIMELIGHT

SATIN SLIP