

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
Grand CRU Properties, LLC		05/09/2011	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Eric Trump Wine Manufacturing LLC		
Street Address:	100 Grand Cru Drive		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22902		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2996539	KLUGE ESTATE	
Registration Number:	2996542	ALBEMARLE FARM	
Registration Number:	2996541	KLUGE ESTATE 2001 NEW WORLD RED WINE ALBEMARLE COUNTY VIRGINIA	
Registration Number:	3110662	ALBEMARLE	
Registration Number:	3008255		
Registration Number:	2950666	KLUGE ESTATE FARM SHOP	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	TAMAR NIV BESSINGER		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		

CH \$165.00 2996539

900191558

**TRADEMARK
 REEL: 004538 FRAME: 0687**

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

ETWM 1104695

NAME OF SUBMITTER:

Tamar Niv Bessinger

Signature:

/anca nicolescu/

Date:

05/11/2011

Total Attachments: 5

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BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, Grand CRU Properties, LLC, a Virginia limited liability company ("Company"), does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Eric Trump Wine Manufacturing LLC ("Purchaser") all of Company's right, title and interest in and to all of the Trademarks and the Recipes, as such terms are hereafter defined.

The term "Trademarks" means, collectively, (1) the Federal Trademarks; (2) the State Trademarks; (3) the Labels; (4) the Common Law Marks; and (5) the Trademark Rights.

1. Federal Trademarks. The "Federal Trademarks" are the trademarks and service marks listed on Schedule 1 attached hereto that have been previously registered by the United States Patent and Trademark Office ("USPTO").

2. State Trademarks. The "State Trademarks" are the trademarks and service marks listed on Schedule 2 attached hereto that have been previously registered with state trademark agencies or authorities.

3. Labels. The "Labels" are the brand names and bottle labels listed on Schedule 3 attached hereto that have previously been approved by the United States Alcohol and Tobacco Tax and Trade Bureau (the "TTTB").

4. Common Law Marks. The "Common Law Marks" are the trademarks and service marks listed on Schedule 4 attached hereto that have previously been used in commerce to identify or distinguish goods or services produced at, or associated with, the Kluge Estate Winery and Vineyard in Albemarle County, Virginia (the "Winery"), but which, to Company's knowledge, have not been registered with the USPTO or any state trademark agency or authority.

5. Trademark Rights. The "Trademark Rights" are (i) all goodwill associated with the Federal Trademarks, the State Trademarks, the Labels and the Common Law Marks; (ii) all worldwide rights to apply to register any of the Federal Trademarks, the State Trademarks, the Labels and the Common Law Marks with trademark agencies and authorities in all jurisdictions throughout the World and for such registrations to be issued in the name of Purchaser; and (iii) all rights to sue for past, present or future infringement of any of the Federal Trademarks, the State Trademarks and the Common Law Marks.

6. Exclusions. The Trademarks expressly exclude the CRU Trademarks. The "CRU Trademarks" are the following marks and/or labels, together with all of the rights described in Section 5 above relating thereto: (i) "CRU KLUGE ESTATE;" (ii) "CRU;" (iii) "KLUGE ESTATE-CRU;" and (iv) the mark "CRU" utilized in conjunction with a cameo of Patricia Kluge. Nothing in this Bill of Sale and Assignment grants to Purchaser any rights in or to the CRU Trademarks, including any right to prevent or enjoin any other person or entity from using any of the CRU Trademarks in connection with the production, marketing and sale of CRU wine.

7. Recipes. The term "Recipes" means all recipes, instructions and/or lists of ingredients that have been registered with the TTTB, if any, for any of the wines that have been produced at the Winery and sold under the Federal Trademarks, the State Trademarks, the Labels or the Common Law Marks prior to the date of the Company's execution of this Bill of Sale and Assignment, except for the CRU Recipes. The "CRU Recipes" are all recipes, instructions and/or lists of ingredients, whether or not registered with the TTTB, if any, for any of the CRU wines that have been produced at the Winery and sold under the CRU Trademarks prior to the date of the Company's execution of this Bill of Sale and Assignment.

8. No Warranties. THE TRADEMARKS AND THE RECIPES ARE SOLD AND ASSIGNED TO PURCHASER "AS IS" AND "WITH ALL FAULTS." COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE TRADEMARKS AND THE RECIPES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ASSUMES THE ENTIRE RISK OF THE USE OF THE TRADEMARKS AND THE RECIPES AND WAIVES AND RELEASES COMPANY FROM ANY AND ALL LIABILITY ARISING OUT OF, OR RELATING TO, ANY USE OF THE TRADEMARKS AND THE RECIPES BY, OR ON BEHALF OF, PURCHASER. WITHOUT LIMITING THE FOREGOING DISCLAIMER, COMPANY DOES NOT WARRANT THAT (I) ANY OF THE TRADEMARKS OR THE RECIPES BESTOW ANY EXCLUSIVE RIGHTS ON THE PURCHASER OR THE HOLDER THEREOF; (II) ANY OF THE FEDERAL AND STATE TRADEMARKS REMAIN AS VALIDLY ISSUED OR UNEXPIRED REGISTRATIONS; (III) ANY OF THE LABELS MAY BE USED BY PURCHASER OR THE HOLDER OF THE TRADEMARKS; (IV) THE TRADEMARKS AND/OR THE RECIPES DO NOT INFRINGE, MISAPPROPRIATE OR VIOLATE, THE TRADEMARK, PROPRIETARY, CONTRACTUAL OR OTHER RIGHTS OF ANY THIRD PARTY; AND (V) ALL NECESSARY CONSENTS, PERMISSIONS, LICENSES, APPROVALS OR REGISTRATIONS (INCLUDING ALL NECESSARY AUTHORIZATIONS BY THE TTTB) TO USE ANY OF THE TRADEMARKS OR THE RECIPES HAVE BEEN ACQUIRED OR OBTAINED AND CONVEYED TO PURCHASER OR THE HOLDER OF THE TRADEMARKS.

9. Maintenance; Compliance. Purchaser shall be responsible for making all necessary or appropriate filings with the USPTO, any state trademark agency or authority and the TTTB (i) to document or evince Purchaser's ownership of the Federal Trademarks, the State Trademarks, the Labels and the Recipes; and (ii) to maintain all federal and state registrations for the Federal Trademarks and the State Trademarks and all registrations for the Labels with the TTTB. Purchaser shall also comply with all applicable laws and regulations, and obtain all appropriate governmental approvals, pertaining to the provision, production, distribution, sale, advertising and labeling of wines, products and services under the Trademarks and/or using the Recipes.

[SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Company has duly executed this Bill of Sale and Assignment as of the 9th day of May 2011.

GRAND CRU PROPERTIES, LLC

By: Farm Credit of the Virginias, ACA,
Its Manager

By: Patricia L. Botwin
Name: PATRICIA L. Botwin
Its authorized agent

ERIC TRUMP WINE MANUFACTURING LLC

By: _____
Name: _____
Its authorized agent

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IN WITNESS WHEREOF, Company has duly executed this Bill of Sale and Assignment as of the 9th day of May 2011.

GRAND CRU PROPERTIES, LLC

By: Farm Credit of the Virginias, ACA,
Its Manager

By: _____
Name: _____
Its authorized agent

ERIC TRUMP WINE MANUFACTURING LLC

By: 
Name: Eric Trump
Its authorized agent

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Schedule 1 to Bill of Sale and Assignment

Federal Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Kluge Estate	76/571377	1/22/04	2996539	9/20/05
Albemarle Farm	76/571383	1/22/04	2996542	9/20/05
Kluge Estate 2001 New World Red Wine Albemarle County Virginia (stylized design)	76/571381	1/22/04	2996541	9/20/05
Albemarle	76/571378	1/22/04	3110662	6/27/06
Stylized design of cameo portrait of Patricia Kluge	76/571380	1/22/04	3008255	10/25/05
Kluge Estate Farm Shop	76/572748	1/29/04	2950666	5/10/05