

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| The Wine Group LLC | | 08/05/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FG Heritage, LLC | | |
| Street Address: | 620 Airpark Road | | |
| City: | Napa | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94558 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0599456 | INGLENOOK | |
| Registration Number: | 2794059 | INGLENOOK CHABLIS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)798-6701 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 650-798-6700 | | |
| Email: | anthony.garcia@klgates.com,sfdocket@klgates.com | | |
| Correspondent Name: | Susan E. Hollander&Christine B. Redfield | | |
| Address Line 1: | 630 Hansen Way | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 1402043-00001 | | |
| NAME OF SUBMITTER: | Christine B. Redfield | | |
| Signature: | /Christine B. Redfield/ | | |

CH \$65.00 0599456

900199874

TRADEMARK
 REEL: 004606 FRAME: 0139

Date:

08/16/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between The Wine Group LLC, a Delaware limited liability company ("Assignor"), with its principal place of business at 4596 Tesla Road, Livermore, California 94550, and FG Heritage, LLC, a California limited liability company, with its principal place of business at 620 Airpark Road, Napa, California 94558 ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated August 5, 2011 (the "Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, and transfer, and Assignee has agreed to purchase, Assignee's right, title, and interest in and to the Purchased Brand (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement), all as more fully described in the Agreement; and

WHEREAS, the Purchased Brand includes the INGLENOOK trademark registrations and pending applications listed on Exhibit 1 to this Assignment as well as any common law rights owned by Assignor in such marks (collectively, the "INGLENOOK Marks").

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in the Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts all of Assignor's worldwide right, title and interest in and to the INGLENOOK Marks, including without limitation:

1. The goodwill of the business connected with the use of and symbolized by the INGLENOOK Marks;
2. All common law, statutory, treaty, and convention rights (including rights of priority) concerning the INGLENOOK Marks; and
3. All rights to register, renew, maintain, protect, and defend the INGLENOOK Marks throughout the world, including all causes of action (either in law or in equity) and the right to sue and bring claims for and seek damages and any other legal or equitable remedy by reason of past, present, or future infringement, dilution, or other violation of the INGLENOOK Marks.
4. Assignor shall execute, acknowledge, and deliver all documents reasonably requested by Assignee, and shall perform any other reasonable acts the Assignee may require, in order to (1) vest all of Assignor's right, title, and interest in and to the INGLENOOK Marks in Assignee, (2) make record with any and all domestic and foreign Governmental Authorities of the fact that Assignee owns all right, title, and interest in and to the INGLENOOK Marks, and/or (3) provide evidence to support any of the foregoing, to the extent such evidence is in the possession or control of Assignor, in the event such evidence is deemed reasonably necessary by Assignee.

EXECUTION COPY

5. This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend, or limit the rights or obligations of Assignor or Assignee thereunder.

6. This Assignment may be executed in any number of facsimile or original counterparts, each of which will be an original, but which together will comprise a single instrument, and Assignor and Assignee agree that this Assignment may be filed with any Governmental Authority in order to facilitate the transfer of the INGLENOK Marks to Assignee.

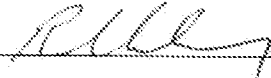
7. This Assignment shall be binding upon and be enforceable against Assignor and its successors and assigns and shall inure to the benefit of and be enforceable by Assignee and its successors and assigns.

8. The parties agree that for all purposes the assignment of the Mark set forth herein shall be effective as of August __, 2011 (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR

The Wine Group LLC

By: 

Print Name: Ricardo Montoya

Title: Chief Financial Officer

ASSIGNEE

FG HERITAGE, LLC

By: _____

Print Name: _____

Title: _____

EXECUTION COPY

5. This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend, or limit the rights or obligations of Assignor or Assignee thereunder.

6. This Assignment may be executed in any number of facsimile or original counterparts, each of which will be an original, but which together will comprise a single instrument, and Assignor and Assignee agree that this Assignment may be filed with any Governmental Authority in order to facilitate the transfer of the INGLENOK Marks to Assignee.

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8. The parties agree that for all purposes the assignment of the Mark set forth herein shall be effective as of August 5, 2011 (the "Effective Date").

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR

The Wine Group LLC

By: _____

Print Name: _____

Title: _____

ASSIGNEE

FG HERITAGE, LLC

By:  _____

Print Name: Jay Shoemaker

Title: Chief Executive Officer

EXHIBIT I TO TRADEMARK ASSIGNMENT

| Country | Mark | Applicat ion No. | Applicat ion Date | Registra tion No. | Registra tion Date |
|-----------------------------|-----------------------------------|---------------------|----------------------|----------------------|-----------------------|
| Australia | INGLENOOK | 341137 | 12/12/1979 | 341137 | 12/12/1979 |
| Austria | INGLENOOK | 92992 | 2/14/1990 | 92992 | 2/14/1990 |
| Benelux | INGLENOOK | 00031566 | 11/16/1972 | 315701 | 11/16/1972 |
| Brazil | INGLENOOK | 800003381 | | 800003381 | 9/20/1992 |
| Canada | INGLENOOK | 0445771 | 10/22/1979 | TMA281445 | 7/15/1983 |
| Canada | INGLENOOK-NAVALLE & Design | 0633982 | 6/9/1989 | TMA388562 | 9/6/1991 |
| Chile | INGLENOOK | 569592 | 6/5/2002 | 646910 | 10/28/2002 |
| China | INGLENOOK | 7746800 | 10/10/2009 | | |
| China | Inglenook (Chinese characters) | 9291047 | 4/1/2011 | | |
| Denmark | INGLENOOK | VA198003947 | 9/8/1980 | VR198100967 | 3/6/1981 |
| European Community | INGLENOOK | 002870038 | 9/19/2002 | 002870038 | 9/19/2002 |
| France | INGLENOOK | 003028810 | 5/18/2000 | 003028810 | 5/18/2000 |
| Hong Kong | INGLENOOK | 301707354 | 9/3/2010 | 301707354 | 9/3/2010 |
| Hong Kong | Inglenook (Chinese characters) | 301877338 | 4/1/2011 | | |
| Iceland | INGLENOOK | T4731980 | 12/23/1980 | 2901981 | 11/30/1981 |
| India | INGLENOOK | 991027 | 2/19/2001 | 991027 | 2/19/2001 |
| Ireland | INGLENOOK | 99781 | 8/9/2002 | 99781 | 6/13/1989 |
| Israel | INGLENOOK | 50776 | 9/5/1980 | 50776 | 9/5/1980 |
| Jamaica | INGLENOOK | TM33538 | 9/25/1980 | 19973 | 9/25/1991 |
| Japan | INGLENOOK | S4710386 | 1/24/1972 | 1159530 | 10/6/1975 |
| Japan | INGLENOOK | 2010-062084 | 8/6/2010 | 5391509 | 2/18/2011 |
| Malaysia | INGLENOOK | M084536 | 12/6/1979 | M084536 | 12/6/1979 |
| Mexico | INGLENOOK | 1038815 | 10/6/2009 | 1126884 | 10/6/2009 |
| New Zealand | INGLENOOK | 819945 | 2/20/2010 | 819945 | 2/22/2010 |
| Panama | INGLENOOK | 188282 | 3/9/2010 | 188282 | 3/9/2010 |
| Philippines | INGLENOOK (Stylized) | 40540 | 2/4/1980 | 036149 | 11/14/1986 |
| Portugal | INGLENOOK | 208379 | 9/11/1980 | 208379 | 4/11/1988 |
| Singapore | INGLENOOK | T9915218Z | 12/22/1999 | T9915218Z | 12/22/1999 |
| Sweden | INGLENOOK | 197905917 | 11/12/1979 | 171484 | 3/14/1980 |
| Switzerland | INGLENOOK | 05978/1979 | 11/20/1979 | P303498 | 4/16/1980 |
| Taiwan | INGLENOOK | 069023589 | 10/8/1980 | 149602 | 2/28/1991 |
| Taiwan | Inglenook (Chinese characters) | 100016257 | 4/1/2011 | | |
| Thailand | INGLENOOK | 406465 | 12/19/1979 | Khor 111356 | 12/19/1979 |
| United Kingdom | INGLENOOK | 1123925 | 11/13/1979 | 1123925 | 11/13/1979 |
| United States of America | INGLENOOK | 71658614 | 12/28/1953 | 0599456 | 12/14/1954 |
| United States of America | INGLENOOK CHABLIS | 76445311 | 8/29/2002 | 2794059 | 12/16/2003 |
| Uruguay | INGLENOOK | 343753 | 9/30/2002 | 343753 | 8/4/2003 |