

**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>
Jackson Family Farms, LLC		09/30/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	O'Neill Beverages Co. LLC		
<b>Street Address:</b>	8418 South Lac Jac Ave		
<b>City:</b>	Parlier		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93648		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2468572	PEPI	
<b>Registration Number:</b>	3419102	ROBERT PEPI	
<b>Registration Number:</b>	3604778	PEPI	
<b>Registration Number:</b>	3590048	TIN ROOF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)970-5090		
<b>Phone:</b>	415-226-1400		
<b>Email:</b>	barry@strikeandtechel.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Barry Strike		
<b>Address Line 1:</b>	556 Commercial Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Barry Strike		

OP \$115.00 2468572

**900208417**

**TRADEMARK  
 REEL: 004669 FRAME: 0858**

Signature:	/BStrike/
Date:	12/01/2011
Total Attachments: 2 source=Jackson Family Farms, LLC TM Assignment#page1.tif source=Jackson Family Farms, LLC TM Assignment#page2.tif	

ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement (the "Agreement") is made into and entered into as of September 30, 2011 (the "Effective Date"), by and between Jackson Family Farms, LLC ("Assignor") and O'Neil Beverages Co. LLC ("Assignee").

WHEREAS, Assignor has adopted, used and is using the list of trademarks set forth in Attachment A, and is the owner of the trademark registrations set forth in Attachment A (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee are acting as Brand Seller and Buyer, respectively, in a transaction whereby ownership of certain brands and brand assets, including the Marks, is being transferred from Assignor to Assignee in exchange for consideration (the "Asset Sale").

NOW THEREFORE, NOW THEREFORE, in connection with the Asset Sale and for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, and the goodwill associated therewith and symbolized thereby, 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, and Assignee hereby accepts such assignment.

IN WITNESS WHEREOF, Assignor has caused this document to be executed by its authorized officer on the date indicated above.

JACKSON FAMILY FARMS, LLC

O'NEIL BEVERAGES CO. LLC

By: [Signature]  
Its: [Signature]

By: [Signature]  
Its: [Signature]

ATTACHMENT A

PEPI (U.S. Federal Registration No. 2468572 for Wines (Supplemental))

ROBERT PEPI (U.S. Federal Registration No. 3419102 for Wines)

PEPI & Design (U.S. Federal Registration No. 3604778 for Wines)

TIN ROOF (U.S. Federal Registration No. 3590048 for Wines; International  
Registration Nos. for Wines: Benelux 868607, Austria 256930, Denmark  
VR201000433, Germany (pending application) 302009074430.0, Norway  
254872, and Sweden 409556)

\*