

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Assignment and Assignment of Trademark Assignment, License, Option and Co-Existence Agreement with Robert Oatley Vineyards Pty Ltd |

| | | | |
|---------------------------------------|-----------------|-----------------------|-------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Luberski, Inc. dba Hidden Villa Ranch | | 12/23/2011 | CORPORATION: CALIFORNIA |

| | |
|-----------------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Wild Oats Marketing, LLC |
| Street Address: | 9130 W. Sunset Blvd. |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90069 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

| | | |
|-----------------------------------|---------------|-------------------------------|
| PROPERTY NUMBERS Total: 38 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2713084 | |
| Registration Number: | 2761788 | BIRDLAND |
| Registration Number: | 2988235 | COCOA CLOUDS |
| Registration Number: | 3036653 | FLAX 500 |
| Registration Number: | 2902434 | FOOD ORIGINS |
| Registration Number: | 2867290 | FOOD THAT REMEMBERS ITS ROOTS |
| Registration Number: | 2953689 | GLORIOUS GRAINS |
| Registration Number: | 2982456 | HONEY OAT NUGGETS |
| Registration Number: | 2990613 | JUST WHEATS |
| Registration Number: | 3050845 | NATURAL INGREDIENTS |
| Registration Number: | 2830530 | NATURAL KNOWLEDGE |
| Registration Number: | 3152457 | NATURES - A WILD OATS MARKET |
| Registration Number: | 2982206 | NUTRITION FOR EVERYDAY LIVING |

OP \$965.00 2713084

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| Registration Number: | 2980263 | OAT RINGS |
| Registration Number: | 3441713 | OPTIMAL SLEEP |
| Registration Number: | 3279957 | ORGANIC MAYAN MOUNTAIN |
| Registration Number: | 3115446 | ORGANIC TATER BITES |
| Registration Number: | 3279958 | ORGANIC WILD BLEND |
| Registration Number: | 3014904 | PERFORMANCE |
| Registration Number: | 3008944 | RAKE DANCE |
| Registration Number: | 3044342 | WE READ THE LABELS SO YOU DON'T HAVE TO |
| Registration Number: | 2811329 | WE SELL FOOD THAT REMEMBERS ITS ROOTS |
| Registration Number: | 3030745 | WILD BUCKS |
| Registration Number: | 3212221 | WILD BUY |
| Registration Number: | 2011618 | WILD CAFE |
| Registration Number: | 2990840 | WILD OATS |
| Registration Number: | 1976628 | WILD OATS |
| Registration Number: | 3259891 | WILD OATS |
| Registration Number: | 3060428 | WILD OATS |
| Registration Number: | 2993573 | WILD OATS |
| Registration Number: | 1828703 | WILD OATS COMMUNITY MARKET |
| Registration Number: | 3331853 | WILD OATS ESSENTIALS |
| Registration Number: | 3129904 | WILD OATS LIVING |
| Registration Number: | 3346834 | WILD OATS M A R K E T P L A C E |
| Registration Number: | 3017735 | WILD OATS NATURAL MARKETPLACE |
| Registration Number: | 3017734 | WILD OATS NATURAL MARKETPLACE |
| Registration Number: | 3100620 | WILD OATS NATURAL MARKETPLACE |
| Registration Number: | 3884437 | WILD OATS |

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

018688-0153

NAME OF SUBMITTER:

TRADEMARK
REEL: 004688 FRAME: 0675

| | |
|------------|-------------|
| | Anna T Kwan |
| Signature: | /atk/ |
| Date: | 12/28/2011 |

Total Attachments: 30

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**TRADEMARK ASSIGNMENT AND ASSIGNMENT OF TRADEMARK ASSIGNMENT,
LICENSE, OPTION AND
CO-EXISTENCE AGREEMENT WITH ROBERT OATLEY VINEYARDS PTY LTD.**

This Trademark Assignment and Assignment of Trademark Assignment, License, Option and Co-Existence Agreement with Robert Oatley Vineyards Pty Ltd. (hereinafter referred to as "Assignment") dated December 23, 2011, is by and between Luberski, Inc., a California corporation, dba Hidden Villa Ranch, ("Assignor"), which has a principal place of business at 310 North Harbor Blvd., Suite 205, Fullerton, CA 92832 and Wild Oats Marketing, LLC, a Delaware limited liability company, which has a principal place of business at 9130 W. Sunset Blvd., Los Angeles, CA 90069 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademarks and trademark applications identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Trademarks");

WHEREAS, Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademarks and have not abandoned same;

WHEREAS, Assignor entered into a trademark assignment, license, option, and co-existence agreement with Robert Oatley Vineyards Pty Ltd., identified in Schedule A, attached hereto and incorporated herein by this reference ("ROV Agreement");

WHEREAS, this Assignment is executed and delivered pursuant to that certain Contribution Agreement, dated November 29, 2011, by and between Luberski, Inc., a California corporation, dba Hidden Villa Ranch, Yucaipa American Alliance Fund II, L.P., Yucaipa Wild Oats, Inc. and Wild Oats Marketing, LLC (the "Contribution Agreement"), pursuant to which Assignor has agreed to assign the Trademarks to Assignee. All capitalized terms used but not defined herein shall have the meaning specified in the Contribution Agreement.

AGREEMENT

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks, together with the goodwill symbolized by said Trademarks.
2. Further Assurances. Assignor agrees that it will execute and deliver any and all additional documentation and take any and all other actions as may be necessary to perfect the transfer of title to the Trademarks to Assignee, its successors, assigns, and legal representatives. Assignor further agrees to prepare and transmit any and all necessary documentation to the relevant registrars and take any and all other actions necessary to approve and effect the transfer of the Trademarks to Assignee, effective as of the date hereof, and shall provide a copy or other evidence of same (in form and substance reasonably acceptable to Assignee) to Assignee upon transmission of such documentation to and/or taking of such action with the registrar.
3. ROV Agreement. Assignee agrees to undertake all of Assignor's obligations and duties as set forth in the ROV Agreement and shall use its best efforts to cooperate with Assignor and ROV in carrying out the terms of the ROV Agreement.


4. Contribution Agreement. This Assignment is subject to the terms and conditions of the Contribution Agreement and nothing herein will alter any liability or obligation of Assignor or Assignee under the Contribution Agreement. The terms of the Contribution Agreement are incorporated herein by this reference and will remain in full force and effect to the full extent provided therein. This Assignment is not intended in any way to supersede any provision of the Contribution Agreement. If there is any conflict or inconsistency between the Contribution Agreement and this Assignment, the Contribution Agreement shall govern.
5. Amendments. No amendment, supplement, modification or cancellation of this Assignment shall be effective unless it shall be in writing and signed by each party hereto.
6. Counterparts. This Assignment may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.
7. Successor and Assigns. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns; provided that no party may assign its respective rights or delegate its respective obligations under this Assignment without the express prior written consent of the other party hereto.
8. Severability. In the event that any provision of this Assignment as applied to any party or to any circumstance shall be adjudged by a court to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Assignment, the application of such provision in any other circumstance or with respect to any other party, or the validity of enforceability of this Assignment as a whole.
9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws that would result in the application of the laws of another jurisdiction.
10. Entire Assignment. This Assignment and the Contribution Agreement contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and, except to the extent specifically set forth herein, supersede all prior agreements and understandings relating to such subject matter.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

**WILD OATS MARKETING, LLC, a Delaware
limited liability company**

**LUBERSKI, INC., a California Corporation,
DBA HIDDEN VILLA RANCH**

By: 
Name: Robert P. Bermingham
Title: Vice President and Secretary

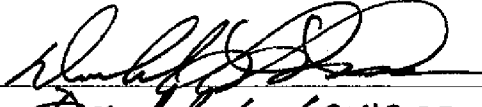
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.



**WILD OATS MARKETING, LLC, a Delaware
limited liability company**

**LUBERSKI, INC., a California Corporation,
DBA HIDDEN VILLA RANCH**



By: _____
Name: Robert P. Bermingham
Title: Vice President and Secretary



By: 
Name: Donald L. Lawson
Title: CFO

SCHEDULE A

| Country | Mark | Application No. Filing Date | Registration No. Registration Date |
|---------------|--|--------------------------------|---------------------------------------|
| United States |  | 76376483 25-FEB-2002 | 2713084 06-MAY-2003 |
| United States | BIRDLAND | 78143854 15-JUL-2002 | 2761788 09-SEP-2003 |
| United States | COCOA CLOUDS | 78366791 12-FEB-2004 | 2988235 23-AUG-2005 |
| United States | FLAX 500 | 78366761 12-FEB-2004 | 3036653 27-DEC-2005 |
| United States | FOOD ORIGINS | 78247912 09-MAY-2003 | 2902434 09-NOV-2004 |
| United States | FOOD THAT REMEMBERS ITS ROOTS | 76367780 05-FEB-2002 | 2867290 27-JUL-2004 |
| United States | GLORIOUS GRAINS | 78325951 11-NOV-2003 | 2953689 17-MAY-2005 |
| United States | HONEY OAT NUGGETS | 78416877 11-MAY-2004 | 2982456 02-AUG-2005 |
| United States | JUST WHEATS | 78381237 09-MAR-2004 | 2990613 30-AUG-2005 |
| United States |  NATURAL INGREDIENTS | 78581347 07-MAR-2005 | 3050845 24-JAN-2006 |

| Country | Mark | Application No. Filing Date | Registration No. Registration Date |
|---------------|--|--------------------------------|---------------------------------------|
| United States | NATURAL KNOWLEDGE | 76373797 20-FEB-2002 | 2830530 06-APR-2004 |
| United States | NATURES - A WILD OATS MARKET | 76401070 26-APR-2002 | 3152457 10-OCT-2006 |
| United States | NUTRITION FOR EVERYDAY LIVING | 78371650 20-FEB-2004 | 2982206 02-AUG-2005 |
| United States | OAT RINGS | 78366833 12-FEB-2004 | 2980263 26-JUL-2005 |
| United States | OPTIMAL SLEEP | 77107044 14-FEB-2007 | 3441713 03-JUN-2008 |
| United States | ORGANIC MAYAN MOUNTAIN | 78962851 29-AUG-2006 | 3279957 14-AUG-2007 |
| United States | ORGANIC TATER BITES | 78482611 13-SEP-2004 | 3115446 11-JUL-2006 |
| United States | ORGANIC WILD BLEND | 78963042 29-AUG-2006 | 3279958 14-AUG-2007 |
| United States | PERFORMANCE | 78306642 29-SEP-2003 | 3014904 15-NOV-2005 |
| United States | RAKE DANCE | 78482350 13-SEP-2004 | 3008944 25-OCT-2005 |
| United States | WE READ THE LABELS SO YOU DON'T HAVE TO | 78279503 28-JUL-2003 | 3044342 17-JAN-2006 |
| United States | WE SELL FOOD THAT REMEMBERS ITS ROOTS | 76367785 05-FEB-2002 | 2811329 03-FEB-2004 |
| United States | WILD BUCKS | 78557262 31-JAN-2005 | 3030745 13-DEC-2005 |

| Country | Mark | Application No. Filing Date | Registration No. Registration Date |
|---------------|--|--------------------------------|---------------------------------------|
| United States | WILD BUY | 78456816 26-JUL-2004 | 3212221 27-FEB-2007 |
| United States | WILD CAFE | 74689757 19-JUN-1995 | 2011618 29-OCT-1996 |
| United States | WILD OATS | 76279752 02-JUL-2001 | 2990840 06-SEP-2005 |
| United States | WILD OATS | 74689758 19-JUN-1995 | 1976628 28-MAY-1996 |
| United States | WILD OATS | 77039084 07-NOV-2006 | 3259891 10-JUL-2007 |
| United States | WILD OATS WILD OATS | 78583321 09-MAR-2005 | 3060428 21-FEB-2006 |
| United States | <i>Wild Oats</i> WILD OATS | 76279751 02-JUL-2001 | 2993573 13-SEP-2005 |
| United States | WILD OATS COMMUNITY MARKET | 74409643 06-JUL-1993 | 1828703 29-MAR-1994 |
| United States | WILD OATS ESSENTIALS | 78785153 04-JAN-2006 | 3331853 06-NOV-2007 |
| United States | WILD OATS LIVING | 78717368 21-SEP-2005 | 3129904 15-AUG-2006 |
| United States |  WILD OATS MARKETPLACE | 77037322 06-NOV-2006 | 3346834 04-DEC-2007 |
| United States |  WILD OATS NATURAL MARKETPLACE | 78480404 08-SEP-2004 | 3017735 22-NOV-2005 |

| Country | Mark | Application No. Filing Date | Registration No. Registration Date |
|--------------------|--|--------------------------------|---------------------------------------|
| United States |  WILD OATS NATURAL MARKETPLACE | 78480397 08-SEP-2004 | 3017734 22-NOV-2005 |
| United States | WILD OATS NATURAL MARKETPLACE | 78652756 17-JUN-2005 | 3100620 06-JUN-2006 |
| United States | WILD OATS | 78831943 08-MAR-2006 | 3884437 30-NOV-2010 |
| United States | WILD OATS | 79030845 14-SEP-2006 | |
| Australia | WILD OATS | 1241994 20-MAY-2008 | |
| Canada | WILD OATS | 082986700 25-NOV-1996 | TMA562186 21-MAY-2002 |
| Canada | WILD OATS | 126249800 27-JUN-2005 | TMA698394 12-OCT-2007 |
| Canada |  | 114685300 15-JUL-2002 | TMA680781 31-JAN-2007 |
| Canada | WILD OATS | 1,317,078 19-SEP-2006 | |
| China | WILD OATS | | G837678 17-SEP-2004 |
| European Community | WILD OATS | 436774 24-DEC-1996 | 436774 19-OCT-2001 |
| Japan | WILD OATS | | 837678 17-SEP-2004 |
| Mexico | WILD OATS | 587451 | 783600 |

| Country | Mark | Application No. Filing Date | Registration No. Registration Date |
|-------------|-----------|--------------------------------|---------------------------------------|
| | | 7-FEB-2003 | 19-MAR-2003 |
| Singapore | WILD OATS | T0617341F 23-AUG-2006 | T0617341F 26-JUL-2007 |
| Singapore | WILD OATS | T0617342D 23-AUG-2006 | T0617342D 8-MAY-2007 |
| Singapore | WILD OATS | T0617343B 23-AUG-2006 | T0617343B 9-APR-2007 |
| Singapore | WILD OATS | T0617346G 23-AUG-2006 | T0617346G 17-JUL-2007 |
| Singapore | WILD OATS | T0617347E 23-AUG-2006 | T0617347E 30-MAR-2007 |
| Singapore | WILD OATS | T0617353Z 23-AUG-2006 | T0617353Z 17-MAY-2007 |
| Switzerland | WILD OATS | | 837678 17-SEP-2004 |

State Trade Names

| State | Mark | Registration No. Registration Date |
|---------|----------------|---------------------------------------|
| Arizona | FARM TO MARKET | 200405 16-OCT-1998 |

ROV Agreement

| Parties | Agreement |
|--|---|
| Luberski, Inc. dba Hidden Villa Ranch and Robert Oatley Vineyards Pty Ltd. | Trademark Assignment, License, Option, and Co-existence agreement |

**TRADEMARK ASSIGNMENT, LICENSE, OPTION AND
CO-EXISTENCE AGREEMENT**

THIS TRADEMARK ASSIGNMENT, LICENSE, OPTION, AND CO-EXISTENCE AGREEMENT (this "Agreement") is made and entered into as of 11 November, 2011 (the "Effective Date"), by and between **Robert Oatley Vineyards Pty Ltd**, a proprietary limited company formed under the laws of the Commonwealth of Australia with principal offices at Level 3, 100 Pacific Highway, St. Leonards, New South Wales 2065, Australia ("ROV"), and **Luberski, Inc., d/b/a Hidden Villa Ranch**, a California corporation with principal offices at 310 N. Harbor Boulevard, Suite 205, Fullerton, California 92832, United States of America ("Luberski"). ROV and Luberski are sometimes hereinafter referred to together as the "Parties" and each, individually, as a "Party."

RECITALS

WHEREAS, Luberski is the owner of United States Registration No. 3884437 for the trademark WILD OATS for various products that include "wine" in International Class 33 (the "Luberski Registration");

WHEREAS, ROV is the owner of a pending application to extend protection under International Registration No. 0903241 for the trademark WILD OATS for "wine" in International Class 33 to the United States under U.S. Serial No. 79030845 (the "ROV U.S. Application");

WHEREAS, the United States Patent and Trademark Office (the "USPTO") has issued an office action refusing registration of the WILD OATS mark shown in the ROV U.S. Application, alleging a likelihood of confusion between the mark shown in the Luberski Registration and that shown in the ROV U.S. Application; and

WHEREAS, the parties desire to resolve the controversy that has arisen between them with regard to their respective rights in the WILD OATS trademark as it is used in connection with wine.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

DEFINITIONS

1.1. Definitions. The meanings of certain terms used herein are set forth in various sections of this Agreement. In addition, the following terms shall have the meanings set forth below, when they are used in this Agreement:

1.1.1. "Affiliate(s)" means any subsidiary of ROV or Luberski as the context requires.

1.1.2. "Applications" mean the ROV U.S. Application and Canadian Application No. 1317078 or any re-filed application by ROV to register the WILD OATS mark for "wine" (the "ROV Canadian Application");

1.1.3. "Case(s) of Wine" means the equivalent of a case or cases of wine consisting of nine (9) liters (91e) of wine per case.

1.1.4. "Corporations Act" means the Corporations Act 2001 (Cth) of the Commonwealth of Australia.

1.1.5. "Fiscal Year" means the period from January 1 through December 31 of each year.

1.1.6. "License" means the exclusive license granted in this Agreement from Luberski to ROV to use the Wild Oats Marks for Wine Sales in the Territory.

1.1.7. "Luberski Jurisdictions" means those jurisdictions, including the Territory, where Luberski owns full legal title to the use of the Wild Oats Marks for various products, services and/or categories.

1.1.8. "Option Period" means the period commencing on January 1, 2016 and ending at 11:59 p.m., Pacific Standard Time, on December 31, 2016.

1.1.9. "Person" shall mean an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, or other entity.

1.1.10. "Related Party" means a body corporate which would be related under Section 50 of the Corporations Act.

1.1.11. "ROV Jurisdictions" means those jurisdictions where ROV owns full legal title to the use of the Wild Oats Wine Marks for Wine Sales.

1.1.12. "Territory" shall mean the United States of America and Canada.

1.1.13. "Territory Wild Oats Wine Marks" means the Wild Oats Marks in the Territory relating to Wine Sales, including any applications acquired by Luberski from ROV in accordance with Section 3.5.1 of this Agreement.

1.1.14. "Wild Oats Marks" shall refer to all registered and unregistered trademarks (including stylization and logos) used to identify and distinguish the WILD OATS trademark or any combination thereof owned by Luberski.

1.1.15. "Wild Oats Wine Marks" shall refer to all registered and unregistered trademarks (including stylization and logos) used to identify and distinguish the WILD OATS trademark or any combination thereof owned by ROV.

1.1.16. "Wild Oats Yachting Marks" means all registered and unregistered trademarks (including stylization and logos) used to name, identify and distinguish the yachts owned and operated by Related Parties of ROV.

1.1.17. "Wine Sales" means the production, distribution and sale of wine, being any alcoholic beverage made from grapes and includes the sale of wine to third parties including distributors, dealers, retailers and customers in the Territory.

TERMS OF CO-EXISTENCE

2.1. Luberski Obligations. Luberski agrees that it shall:

2.1.1. subject to the terms of this Agreement, not use or seek to register the Wild Oats Marks or any confusingly similar trademark, service mark, trade dress, Internet Domain name, or similar electronic designation of address, in connection with Wine Sales, in the ROV Jurisdictions;

2.1.2. not make any Wine Sales under the Wild Oats Marks, the Wild Oats Wine Marks (nor any marks confusingly similar thereto) nor affix the Wild Oats Marks or the Wild Oats Wine Marks (nor any marks confusingly similar thereto) to any wine for sale in the Territory or any ROV Jurisdiction;

2.1.3. not challenge or contest the ownership or validity of, or knowingly facilitate the violation, infringement or dilution by others of the Wild Oats Wine Marks as used and registered by ROV in any ROV Jurisdiction;

2.1.4. not challenge or contest the ownership or validity of, or knowingly facilitate the violation, infringement or dilution by others of the Wild Oats Yachting Marks as used and registered by Related Parties of ROV;

2.1.5. obtain all applicable permits and licenses in connection with its obligations under this Agreement, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations under this Agreement;

2.1.6. operate its business activities in the Territory and the ROV Jurisdictions in a manner which conforms at least to the level of quality exemplified by the past practices of Luberski in the Territory and otherwise in a manner consistent with the image, goodwill and reputation symbolized and associated with the Wild Oats Marks, the Wild Oats Wine Marks and ROV; and

2.1.7. upon ROV's reasonable request and at Luberski's expense, Luberski shall submit samples of its use of the Wild Oats Marks related to beverage sales to ROV and the parties agree to cooperate to promptly correct any mark usage deficiencies that are confusingly similar to the Wild Oats Wine Marks identified by ROV.

2.2. **ROV Obligations.** ROV agrees that it shall:

2.2.1. not use or seek to register the Wild Oats Wine Marks or any confusingly similar trademark, service mark, trade dress, Internet Domain name, or similar electronic designation of address, in connection with any product or service in the Territory other than in accordance with this Agreement;

2.2.2. not make a Wine Sale in a manner likely to confuse or mislead customers or others to believe that such wine is sold by Luberski or under the Wild Oats Marks;

2.2.3. not conduct any yachting or related activities using the Wild Oats Yachting Marks in a manner likely to confuse or mislead customers or others to believe that such activities are undertaken by Luberski or under the Wild Oats Marks;

2.2.4. not challenge or contest the ownership or validity of, or knowingly facilitate the violation, infringement or dilution by others of the Wild Oats Marks in any Luberski Jurisdiction;

2.2.5. not make any sales, other than Wine Sales using the Wild Oats Wine Marks, using the Wild Oats Marks in the Territory or in any Luberski Jurisdiction;

2.2.6. obtain all applicable permits and licenses in connection with its obligations under this Agreement, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations under this Agreement;

2.2.7. operate the Wine Sales activities in the Territory and the Luberski Jurisdictions where it holds the Wild Oats Wine Marks in a manner which conforms at least to the level of quality exemplified by the past practices of ROV in the Territory and otherwise in a manner consistent with the image, goodwill and reputation symbolized and associated with the Wild Oats Wine Marks, the Wild Oats Marks and Luberski; and

2.2.8. upon Luberski's reasonable request and at ROV's expense, ROV shall submit samples of its use of the Wild Oats Wine Marks to Luberski and the parties agree to cooperate to promptly correct any mark usage deficiencies that are confusingly similar to the Wild Oats Marks identified by Luberski.

2.3. **Mutual Obligations.** Luberski and ROV both agree that:

2.3.1. should the need arise, the Parties shall cooperate to take steps necessary to prevent any likelihood of consumer confusion between ROV and Luberski, the Wild Oats Marks and the Wild Oats Wine Marks or the business activities of Luberski and ROV;

2.3.2. each Party shall use the Wild Oats Marks and the Wild Oats Wine Marks at all times in a form and manner that is consistent with the registered or applied-for form and otherwise in a form and manner that is consistent with the respective image, reputation

and goodwill symbolized by and associated with the Wild Oats Marks, the Wild Oats Wine Marks and the Parties and which will avoid confusion as to the ownership of the Wild Oats Marks, the Wild Oats Wine Marks, ROV and Luberski; and

2.3.3. the Parties' use of the Wild Oats Marks and the Wild Oats Wine Marks shall not devalue, injure, demean, tarnish or dilute the Wild Oats Mark, the Wild Oats Wine Marks, ROV, Luberski, the businesses of either Party, or the image, reputation or goodwill associated with any of the foregoing.

GRANT OF LICENSE

3.1. **License Grant.** In consideration of the License Fee, Luberski hereby grants to ROV and its Affiliates an exclusive license to use the Territory Wild Oats Wine Marks for Wine Sales in the Territory.

3.2. **License Fee.** ROV will pay to Luberski a fee in the amount of US \$1.00 for each Case of Wine sold by ROV or its Affiliates under the Territory Wild Oats Wine Marks in the Territory, including any bonus wine provided as part of any discount arrangements with customers, but excluding: (i) wine provided as part of promotional goods and services; (ii) wine returned for credit to customers; and (iii) Wine Sales invoiced but not paid for (i.e., bad debts) by customers ("the License Fee"). The License Fee shall be payable annually on or before January 31 of each year during the term of the License with respect to Wine Sales made in the Territory during the immediately preceding Fiscal Year.

3.3. **Accounting.** ROV will keep proper accounting and other records which will completely and accurately record the information required for the calculation of the License Fee. With payment of each License Fee due hereunder, ROV shall provide Luberski with a report from ROV auditors identifying the number of Cases of Wine sold during the relevant Fiscal Year and the amount of License Fee payable for that Fiscal Year. Luberski shall have a right to inspect the books and records of ROV as they pertain to Wine Sales under the Territory Wild Oats Wine Marks in the Territory during the term of the license granted herein at reasonable times in order to verify the volume of Cases of Wine sold in the Territory during the relevant Fiscal Year and calculation of the License Fee. If an inspection reveals that Wine Sales in the Territory reported by ROV to Luberski are less than actual Wine Sales, ROV shall immediately pay Luberski all unpaid License Fees based on correct Wine Sales in the Territory. All inspections shall be at the expense of Luberski; provided, however, if the inspection results in the discovery of an under-reporting of Wine Sales in the Territory by five percent (5%) or more, then ROV shall reimburse Luberski for its reasonable expenses incurred in connection with the inspection.

3.4. **Term.** The initial term of the License shall commence on the Effective Date and shall continue until December 31, 2011 (the "Initial Term"). At the end of the Initial Term, the License shall automatically renew for consecutive additional periods of one year (i.e., January 1 through December 31) each and shall terminate at the earlier of: (i) exercise by ROV of the Option to acquire the Territory Wild Oats Wine Marks; or (ii) December 31, 2016.

3.5. Further Covenants. The Parties agree that the steps to be taken in the Territory to facilitate the License and protect the interests of both Parties in the Territory Wild Oats Wine Marks are as follows:

3.5.1. upon execution of this Agreement, ROV shall assign to Luberski in consideration of US \$1.00: (i) the pending ROV U.S. Application, by executing World Intellectual Property Organization Form MM5(E) as set forth in Exhibit A attached to this Agreement; and (ii) the ROV Canadian Application, by executing the Assignment of Trademark form shown on Exhibit B attached to this Agreement (together, the "Assignments");

3.5.2. ROV shall be responsible for promptly recording the Assignments with the World Intellectual Property Organization (which will thereafter report the assignment of the ROV U.S. Application to the USPTO) and with the Canadian Intellectual Property Office (the "CIPO");

3.5.3. the trademarks identified in the Applications and any other relevant registrations will be licensed by Luberski to ROV under the terms of the License; and

3.5.4. Luberski shall take any steps necessary or appropriate to prosecute the Applications with the USPTO and the CIPO and to maintain such Applications and any resulting registrations during the term of the License.

3.6. Use of the Territory Wild Oats Wine Marks. ROV shall use the Territory Wild Oats Wine Marks as displayed in the Applications. Subject to the laws of the Territory and subject to the procedures and regulations of CIPO and USPTO, ROV shall have the right to modify the Territory Wild Oats Wine Marks to the extent said modifications are not confusingly similar to Wild Oats Marks and those set forth in Exhibit "C."

3.6.1. Upon Luberski's reasonable request and at ROV's expense, ROV shall submit samples of its use of the Territory Wild Oats Wine Marks to Luberski and immediately correct any mark usage deficiencies identified by Luberski.

3.6.2. Except for as set forth in this Agreement, ROV shall not use any other name, mark, indication of origin, trade dress or logo in connection with the manufacture, marketing, promotion, distribution, sale or lease of any product or service under the Territory Wild Oats Wine Marks without Luberski's express prior written consent.

3.6.3. ROV shall use the Territory Wild Oats Wine Marks in accordance with the laws of the Territory. ROV shall not harm, misuse, or bring into disrepute the Territory Wild Oats Wine Marks or its products or services, or use the Territory Wild Oats Wine Marks in a manner which may diminish or otherwise damage Luberski's goodwill in any of the Wild Oats Marks including the Territory Wild Oats Wine Marks. ROV shall not use the Territory Wild Oats Wine Marks in any advertising, promotional, or marketing materials in violation of any applicable law, ordinance or regulation of the Territory and shall not use the Territory Wild Oats Wine Marks to promote the sale of firearms, tobacco products, illegal substances, obscene, defamatory, scandalous, pornographic or other materials of the sort.

GRANT OF OPTION

4.1. **Option to Purchase.** Luberski hereby grants to ROV the exclusive right and option to purchase all rights, title and interest in the Territory Wild Oats Wine Marks for an option fee of US \$1.00 (the "Option").

4.2. **Exercise of Option.** ROV may exercise the Option to purchase the Territory Wild Oats Wine Marks at any time during the Option Period. In the event that ROV does not exercise the Option during the Option Period, the Option shall expire and become absolutely null and void and neither Party shall have any other liability, obligation or duty with respect to the Option.

4.3. **Option Exercise Price.** In the event that ROV exercises the Option, Luberski agrees to sell and ROV agrees to buy the Territory Wild Oats Wine Marks for a purchase price equal to US \$250,000, adjusted for inflation from the Effective Date to the date of the exercise of the Option, and both parties agree to enter into a contract for sale with terms and conditions normally found in a contract for the sale of trademarks and similar intellectual property in the Territory.

4.4. **Division or Partial Cancellation.** In the event that ROV exercises the Option, the Parties agree that, to the extent that Luberski owns at the time of exercise any trademark applications or registrations for Territory Wild Oats Wine Marks that include "wine" *plus* other products or services in the same application or registration, Luberski will, at the option of ROV, either: (i) divide those applications and registrations and assign to ROV that portion or the application or registration that covers "wine"; or (ii) file appropriate documentation with the USPTO or the CIPO to remove or cancel "wine" from such applications or registrations.

4.5 **New Applications.** In the event that ROV exercises the Option and acquires the Territory Wild Oats Wine Marks, Luberski agrees to give its consent, if requested by ROV, to any new trademark applications for the mark WILD OATS in the Territory for Wine Sales.

TERMINATION

5.1. **Termination.** If either Party shall commit a material breach with respect to any material provision of this Agreement and the other Party shall have given the breaching Party written notice of such breach, the breaching Party shall have 15 days to cure such breach. If such breach is not cured in all material respects within such 15 day period (or if a non-financial default cannot be reasonably cured within such 15 day period, then if the default is not cured within such additional time as may be required to correct the default, assuming the defaulting party proceeds with reasonable diligence), the non-breaching Party shall have the right, upon notice to the breaching Party and without prejudice to any other rights the non-breaching Party may have, to terminate this Agreement.

5.1.1. "Material Breach" as used in this agreement, specifically includes, among other things, the following:

- (a) Failure to make any required payment;

- (b) Failure to comply with any of the terms of the co-existence outlined in sections 2.1, 2.2, and 2.3;
- (c) Exceeding the scope of the license; and
- (d) Subject to the terms of this Agreement, any attempt to transfer, encumber, or sublicense in whole or in part, any or all rights and obligations under this Agreement.

MISCELLANEOUS

6.1. **Costs and Expenses.** Subject to the terms of this Agreement, each Party will pay its own costs and expenses in connection with the preparation, execution or compliance with obligations imposed by this Agreement. In the event the intellectual property offices in the Territory issue a refusal or third parties initiate opposition proceedings with respect to the Applications, then the Parties will divide the costs equally in order to defend such refusal or opposition and complete the registration process.

6.1.1. **Attorneys' Fees and Costs.** Notwithstanding the foregoing, in any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

6.2. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and no other agreements, representations, warranties or covenants of any kind whatsoever have been made by either Party, except as specifically set forth in this Agreement. Any prior discussions and negotiations, whether oral or written, are merged and integrated into and superseded by this Agreement. No modification of or amendment to this Agreement shall be effective unless it is in writing and signed by both Parties hereto.

6.3. **Waiver.** The failure of either Party to seek to enforce its rights under this Agreement in response to any specific breach, threat of breach or violation by the other Party shall neither be deemed a waiver of those rights nor of the right to enforce those rights and shall not be used as evidence of delay, acquiescence, estoppel, waiver or other legal or equitable defense in any action to enforce rights under this Agreement.

6.4. **Binding Agreement.** This Agreement shall be binding on the Parties hereto, their successors and permitted assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

6.5. **Settlement.** The Parties' settlement, this Agreement, and all negotiations relating to it are not and should not be construed as or deemed to be an admission or concession by either Party of any fault, infringement, liability or responsibility by it. This Agreement is a compromise of disputed claims and the settlement provided for herein in no way constitutes an admission of any fact, claim, or allegation, and in no way indicates, implies or admits the truth of any allegation or claim in any paper or document prepared in connection with the claims, disputes and matters settled by this Agreement.

6.6. **Applicable Law.** The Parties agree that this Agreement and all rights and obligations under it and any other agreement entered into by the Parties related to this Agreement shall be governed by and construed in accordance with trademark laws in the Territory and the laws of the State of California.

6.7. **Indemnification.**

6.7.1 ROV agrees to defend, indemnify, and hold harmless Luberski or its Affiliates, its assigns, successors, directors, officers, agents, or employees from and against any and all third party lawsuits, actions, liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees and costs) arising from or in connection with ROV's or an Affiliate's use of the Territory Wild Oats WineMarks.

6.7.2 Luberski agrees to defend, indemnify, and hold harmless ROV or its Affiliates, its assigns, successors, directors, officers, agents, or employees from and against any and all third party lawsuits, actions, liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees and costs) arising from or in connection with Luberski's or its Affiliates use of the Wild Oats Marks.

6.7.3 If any action is commenced against a party entitled to indemnification under this section (an "Indemnitee"), the Indemnitee shall promptly give written notice thereof to the party required to indemnify the Indemnitee (the "Indemnitor") and shall cooperate with Indemnitor (at the expense of Indemnitor) in the defense of the action to whatever reasonable extent Indemnitor requires, and Indemnitor shall undertake the defense of such action. Indemnitee shall not settle, compromise, or consent to entry of any order or judgment with respect to action for which Indemnitee seeks indemnification without the prior written consent of Indemnitor. Indemnitee shall have the right, at its own expense and through its own counsel, to participate in the defense of any such action.

6.8. **Joint Drafting.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.

6.9. **Survival.** The obligations of the parties as set forth in Sections 2.1, 2.2, 2.3, 5.1, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, and 6.17 of this Agreement shall survive the termination or expiration of the License and Option Period.

6.10. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together shall constitute one and the same instrument.

6.11. **Assignment.** Neither Party may assign, sell, transfer, convey, or otherwise dispose its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party and any attempted assignment in violation of the terms of this Agreement shall be void. Notwithstanding the foregoing, the assignment of this Agreement, in its entirety, to a

successor organization by merger, acquisition or conversion, shall not constitute a prohibited assignment and shall not require the consent of the other Party.

6.12. **Sublicensing.** ROV shall not (either directly or indirectly) sublicense, in whole or in part, this Agreement, or any right, duty, or license granted under this Agreement, without Luberski's express written consent, which may be refused in the sole and absolute discretion of Licensor. Any attempted sublicense without the prior express written consent of Luberski shall be void.

6.13. **Headings.** The headings of the various sections of this Agreement have been included for convenience only and shall not affect the interpretation of this Agreement.

6.14. **Adversary Proceedings.** On execution of this Agreement, any and all objections, oppositions, cancellations, or any adverse proceedings to trademark applications and registrations made by either Party will be withdrawn.

6.15. **Disclaimer of Agency, Partnership and Joint Venture.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

6.16. **Notices.** All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if: (a) delivered personally to the recipient; (b) sent to the recipient by reputable express courier service, charges prepaid; or (c) transmitted by facsimile to the recipient with a confirmation copy to follow immediately by express courier. Such notices, demands and other communications shall be sent to the addresses indicated below:

(i) If to ROV:

Mr. Andrew Geoffrey (Sandy) Oatley
Robert Oatley Vineyards Pty Ltd
Level 3, 100 Pacific Highway
St. Leonards, New South Wales 2065
AUSTRALIA
Fax No.: 61 02 6372 4464

with a copy to:

Gail Hill, Esq.
FB Fice & Co.
Level 23, 44 Market Street
Sydney, New South Wales 2000
AUSTRALIA
Fax No.: 61 02 8231 1099

(ii) If to Luberski:

Mr. Don Lawson
Luberski, Inc. d/b/a Hidden Villa Ranch
310 N. Harbor Boulevard, Suite 205
Fullerton, California 92832
UNITED STATES OF AMERICA
Fax No.: 1-714-278-6255

with a copy to:

Darryl J. Horowitz, Esq.
Coleman & Horowitz, LLP
499 W. Shaw Avenue, Suite 116
Fresno, California 93704
UNITED STATES OF AMERICA
Fax No. 1-559-248-4830

or to such other address or to the attention of such other person as the recipient Party has specified by prior written notice to the sending Party. Date of service of such notice shall be: (i) the date such notice is personally delivered; (ii) five (5) business days after the date of delivery of the notification package to an express courier, if sent by express courier; or (iii) the date of transmittal by facsimile, if transmitted on a business day, or the next business day following transmittal, if transmitted other than on a business day.

6.17. Cooperation. The Parties shall make their best effort to perform or to ensure the performance of the terms of this Agreement, and to cooperate in good faith to resolve any conflicts regarding ROV's use of the Wild Oats Wine Marks and Luberski's use of the Wild Oats Marks which may arise in other jurisdictions throughout the world and not covered by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

**LUBERSKI, INC. d/b/a HIDDEN VILLA
RANCH**

By: _____

Name: Tim Luberski

Title: Chief Executive Officer

ROBERT OATLEY VINEYARDS PTY LTD

By: A. E. Oatley

Name: ANDREW GEOFFREY OATLEY.

Title: Chief Executive Officer

MADRID AGREEMENT AND PROTOCOL CONCERNING THE
INTERNATIONAL REGISTRATION OF MARKS

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

(Rule 25 of the Common Regulations)

IMPORTANT

1. If the present request relates to a total change in ownership, as provided for in item 6(a), this form may be used for several international registrations in the name of the same holder.
2. If the present request relates to a partial change in ownership, as provided for in item 6(b), this form may only be used to request the recording of a change in ownership for a single international registration.
3. This request may be presented to the International Bureau directly by the recorded holder, or by the Office of the Contracting Party of the recorded holder or by the Office of the Contracting Party of the new owner (the transferee).



World Intellectual Property Organization
34, chemin des Colombettes, P.O. Box 18,
1211 Geneva 20, Switzerland
Tel.: (41-22) 338 9111
Fax (International Trademark Registry): (41-22) 740 1429
e-mail: intreg.mail@wipo.int – Internet: <http://www.wipo.int>

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

| | |
|---|---|
| <u>For use by the holder</u> | <u>For use by the holder/Office</u> |
| This request contains the following number of continuation sheets: | Holder's reference: 129940US and 151107..... Office's reference: |

1 INTERNATIONAL REGISTRATION NUMBER(S)
(several international registration numbers may be indicated below, provided that all registrations concerned are the subject of a total change in ownership, as provided for in item 6(a))
903241.....

2 NAME OF THE HOLDER (transferor)
(as recorded in the International Register)
Robert Oatley Vineyards Pty Ltd.....

3 NEW OWNER (transferee)

(a) Name: Luberski, Inc. d/b/a Hidden Villa Ranch.....

(b) Address: 310 North Harbor Blvd., Suite 205.....
Fullerton, California 92832, United States of America.....

(c) Address for correspondence: Darryl J. Horowitz, Esq., Coleman & Horowitz, LLP.....
499 W. Shaw Ave., Suite 116, Fresno, California 93704, United States of America.....

(d) Telephone: +1 559 248 4820..... Fax: +1 559 248 4830.....
E-mail address: dhorowitz@ch-law.com.....

4 ENTITLEMENT OF THE TRANSFEREE TO BE THE HOLDER OF THE INTERNATIONAL REGISTRATION

(a) Indicate in the appropriate space(s):

(i) the name of the Contracting State of which the transferee is a national; and/or,
United States of America.....

(ii) the name of the State member of a Contracting Organization of which the transferee is a national; and/or,
.....

(iii) the name of the Contracting Party in the territory of which the transferee is domiciled; and/or,
.....

(iv) the name of the Contracting Party in the territory of which the transferee has a real and effective industrial or commercial establishment:
United States of America.....

(b) Where the transferee is not a national of a Contracting State or of a State member of a Contracting Organization and the address given in item 3(b) is not in the territory of any of the Contracting Parties mentioned in paragraph (a)(iii) or (iv) of the present item, indicate in the space provided below:

(i) the address of the transferee in the territory of the Contracting Party mentioned in paragraph (a)(iii) of the present item; or,
(ii) the address of the transferee's industrial or commercial establishment in the territory of the Contracting Party mentioned in paragraph (a)(iv) of the present item.
.....
.....

5 APPOINTMENT OF A REPRESENTATIVE BY THE NEW OWNER¹

Name:

Address:

Telephone:

Fax: E-mail address:

Signature of the new owner appointing the above representative (compulsory)

¹ This item should be used where the new owner (*transferee*) wishes to appoint a representative. Note that, if the person recorded as the representative of the *transferor* is to be recorded as the representative of the *transferee*, such appointment should be made by completing this item. Alternatively, the new owner may appoint a representative by means of a power of attorney annexed to the present request.

6 SCOPE OF THE CHANGE IN OWNERSHIP (check either (a) or (b))

(a) **TOTAL CHANGE IN OWNERSHIP** (the change in ownership is to be recorded for all the Contracting Parties designated in the international registration(s) indicated in item 1, and for all the goods and services covered by such international registration(s));

(b) **PARTIAL CHANGE IN OWNERSHIP** (read note No. 2 on the cover page before checking this box)

(i) the change in ownership is to be recorded for the designated Contracting Parties indicated below (if no Contracting Party is indicated, it will be understood that the change in ownership is to be recorded in respect of all the designated Contracting Parties); and/or,

United States of America

(ii) the change in ownership is to be recorded for the goods and services indicated below (grouped in the appropriate classes); if no goods and services are indicated, it will be understood that the change in ownership is to be recorded in respect of all goods and services.

If the space provided is not sufficient, check this box and use a continuation sheet

7 MISCELLANEOUS INDICATIONS

(a) Indications concerning the transferee (as may be required by certain designated Contracting Parties):

(i) if the transferee is a natural person, nationality of the transferee:

(ii) if the transferee is a legal entity:

— legal nature of the legal entity: corporation

— State and, where applicable, territorial unit within that State, under the law of which the legal entity is organized:

California, United States of America

(b) The transferee may choose a preferred language for correspondence: English French Spanish

8 SIGNATURE BY THE HOLDER OR HIS REPRESENTATIVE

Holder
(as recorded in the International Register)

Representative of the holder
(as recorded in the International Register)

Name:

Name: Gail Hill, FB Rice

Signature:

Signature: 

9 OFFICE PRESENTING THE REQUEST (if applicable)

Name of the Office:

Signature and/or stamp of the Office:

FEE CALCULATION SHEET

(a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT

The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)).

Holder of the account: Account number:

Identity of the party giving the instructions:

(b) AMOUNT OF FEES; METHOD OF PAYMENT

Amount (177 Swiss francs) x 1 (per international registration mentioned in item 1) Grand total (Swiss francs) 177 Swiss Francs

Identity of the party effecting the payment:

Payment received and acknowledged by WIPO

WIPO receipt number

.....

Payment made to WIPO bank account
IBAN No. CH51 0483 5048 7080 8100 0
Credit Suisse, CH-1211 Geneva 70
Swift/BIC: CRESCHZZ80A

Payment identification

dd/mm/yyyy

.....

Payment made to WIPO postal account
IBAN No. CH03 0900 0000 1200 5000 8
Swift/BIC: POFICHBE

Payment identification

dd/mm/yyyy

.....

Canada

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is entered into as of _____, 2011, by and between **Robert Oatley Vineyards Pty Ltd**, a proprietary limited company formed under the laws of the Commonwealth of Australia, with principal offices at Level 3, 100 Pacific Highway, St. Leonards, New South Wales 2065, Australia (the "Assignor"), and **Luberski, Inc. d/b/a Hidden Villa Ranch**, a California corporation with principal offices at 310 N. Harbor Boulevard, Suite 205, Fullerton, California 92832, United States of America (the "Assignee"), in accordance with the terms of that certain Trademark Assignment, License, Option and Co-Existence Agreement of even date herewith by and between Assignor and Assignee (the "Controlling Agreement").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's rights, title and interest in and to the Canadian trademark identified in Schedule A attached hereto (the "Mark"), the applications pending before the Canadian Intellectual Property Office to register the Mark (the "Applications"), any registrations resulting from the Applications (including renewals of such registrations), together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties as set forth in the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

ASSIGNOR:

ROBERT OATLEY
VINEYARDS, PTY LTD

By: _____

Name: _____

Title: Chief Executive Officer

ASSIGNEE:

LUBERSKI, INC. d/b/a HIDDEN
VILLA RANCH

By: _____

Name: _____

Title: Chief Executive Officer

SCHEDULE A
TO
ASSIGNMENT OF TRADEMARK

The Mark

| MARK | CANADIAN APPLICATION NO. | APPLICATION FILING DATE | WARES |
|-----------|--------------------------|-------------------------|-------|
| WILD OATS | 1317078 | 09/19/2006 | Wine |
| WILD OATS | 1547841 | 10/14/2011 | Wine |

EXHIBIT C
TO
TRADEMARK ASSIGNMENT, OPTION
AND CO-EXISTENCE AGREEMENT

LUBERSKI'S WILD OAT MARKS

Wild Oats

**WILD OATS**
M A R K E T P L A C E

**WILD OATS**
NATURAL MARKETPLACE

WILD OATS

**WILD
OATS**



4614462.2

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