

## 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
	Ascentia Wine Estates, LLC		02/08/2012
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wheeler Winery, Inc.		
Street Address:	1791 Olivet Road		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77788406	HARASZTHY
CORRESPONDENCE DATA			
Fax Number:	(707)526-4707		
Phone:	707.526.4200		
Email:	jmbehmke@cmprlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jay M. Behmke		
Address Line 1:	100 B Street Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401-6376		
ATTORNEY DOCKET NUMBER:	2236.4TM HARASZTHY '406		
NAME OF SUBMITTER:	Jay M. Behmke		
Signature:	/jmb163603/		
Date:	02/08/2012		
Total Attachments: 1 source=00257150#page1.tif			

OP \$40.00 77788406

**TRADEMARK APPLICATION ASSIGNMENT**

USPTO Serial Number 77788406

WHEREAS, Ascentia Wine Estates, LLC, a Delaware limited liability company with an address at 349 Healdsburg Avenue, Healdsburg, California, 95448 ("Assignor"), has intended to use the mark HARASZTHY and design for wine (the "Trademark") in interstate commerce and has filed an application with the United States Patent and Trademark office on July 23, 2009, based on its bona fide intent to use such mark in commerce, which application has been given Serial No. 77788406 (the "Trademark Application") but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act (15 USC § 1051(c) or (d));

WHEREAS, on April 29, 2011, Wheeler Winery, Inc. a California corporation, with an address at 1791 Olivet Road, Santa Rosa, California, 95401 ("Assignee"), purchased from Assignor the portion of Assignor's business to which the Trademark Application pertains;

WHEREAS, Assignor now desires to assign, and Assignee now desires to receive, all of the right, title and interest in and to the Trademark Application.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, and its successors and assigns, the Trademark Application as part of the entire business or portion thereof to which the Trademark Application pertains as required by Section 10 of the Trademark Act (15 USC § 1060).

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of the right, title, and interest in and to the Trademark Application in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This assignment is effective as of 2/8, 2012.

ASSIGNOR:

Ascentia Wine Estates, LLC

By: 

Name: James DeBois

Title: Chief Executive Officer

Date: 2-7-2012

ASSIGNEE:

Wheeler Winery, Inc.

By: 

Name: ALAN LEONNET

Title: CEO

Date: 2-08-2012