

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
Francis Ford Coppola, as a Trustee of the Coppola Family Trust		01/01/2012	TRUST: CALIFORNIA

RECEIVING PARTY DATA

Name:	Niebaum-Coppola Estate Winery, L.P.
Street Address:	620 Airpart Road
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3473704	AMERICA'S GRAND WINE ESTATE
Registration Number:	2702040	BLANCANEUX
Registration Number:	3353682	CAPTAIN'S RESERVE
Registration Number:	3570788	ESTATE FOUNDED 1880 RUBICON ESTATE CASK CABERNET RUTHERFORD ESTATE GROWN PRODUCED BOTTLED CABERNET SAUVIGNON - NAPA VALLEY
Registration Number:	2156693	EDIZIONE PENNINO
Registration Number:	1932929	GUSTAVE NIEBAUM
Registration Number:	2731938	NC
Registration Number:	2827105	NC NIEBAUM-COPPOLA RUTHERFORD CALIFORNIA
Registration Number:	1561263	NIEBAUM
Registration Number:	2403959	NIEBAUM-COPPOLA
Registration Number:	2484445	NIEBAUM-COPPOLA
Registration Number:	2150948	NIEBAUM-COPPOLA

CH \$390.00 3473704

Registration Number:	2156846	NIEBAUM-COPPOLA NC RUTHERFORD CALIFORNIA
Registration Number:	2839079	RC RESERVE
Registration Number:	2181562	TALIA ROSE

CORRESPONDENCE DATA

Fax Number: (650)798-6701

Phone: 650-798-6700

Email: sfdoCKET@klGates.com

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

Correspondent Name: K&L Gates

Address Line 1: 630 Hansen Way

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	1402043/ASSIGNMENT TO NEI
NAME OF SUBMITTER:	Christine B. Redfield, Esq.
Signature:	/Christine B. Redfield/
Date:	03/16/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Agreement**") is entered into as of January 1, 2012, (the "**Effective Date**") by and between Francis Ford Coppola, as a Trustee of The Coppola Family Trust, at 916 Kearny Street, San Francisco, California 94133 ("**Assignor**") and Niebaum-Coppola Estate Winery, L.P., a California limited partnership, with its principal business offices at 620 Airpark Road, Napa, California 94558 ("**Assignee**").

WHEREAS, effective January 1, 2012, Assignor transferred all of its right, title and interest in Assignee to a third party (the "**Transfer**");

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in the attached Exhibit A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "**Trademarks**");

WHEREAS, the negotiated value of the Transfer included the value of the Trademarks;

WHEREAS, Assignor has licensed the Trademarks to Assignee for a zero royalty pursuant to the First Amended and Restated Trademark License Agreement (the "**License**") and

NOW, THEREFORE, in consideration of their mutual interests and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademark and the right to renew any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
2. Assignor authorizes Assignee to record this agreement in the United States Patent & Trademark Office and in similar government offices throughout the world.
3. This Trademark Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of law.
4. The License shall immediately be terminated.

IN WITNESS WHEREOF, the Trademark Agreement is effective as of the day and year first above written.

ASSIGNOR:

THE COPPOLA FAMILY TRUST

By: _____

Name: Francis Ford Coppola

Title: Trustee

ASSIGNEE:

Niebaum-Coppola Estate Winery, L.P.

By: Niebaum-Coppola Estate Winery, Inc.

Its: General Partner

By: _____

Name: Gordon Wang

Its: Vice President

EXHIBIT A

MARK		Mark Owned By:	country	licensed to:	Class	Goods & Services in use (as of 11/2/09)
America's Grand Wine Estate	®	Coppola Family Trust	US	NCEW	33	wines
Blancaneaux	®	Coppola Family Trust	US	NCEW	33	wines
Captain's Reserve	®	Coppola Family Trust	US	NCEW	33	wines
CASK	®	Coppola Family Trust	US	NCEW	33	wines
Edizione Pennino (design)	®	Coppola Family Trust	US	NCEW	33	wines
Gustave Niebaum	®	Coppola Family Trust	US	NCEW	33	
NC Horizontal Diamond (design)	®	Coppola Family Trust	US	NCEW	33	wines (used in CASK label design)
NC Niebaum-Coppola Rutherford California Horizontal Diamond (design)	®	Coppola Family Trust	US	NCEW	33	wines - in use on CASK case box as of May 2010
Niebaum	®	Coppola Family Trust	US	NCEW	33	
Niebaum-Coppola	®	Coppola Family Trust	US	NCEW	35	retail store services & online retail stores services
Niebaum-Coppola	®	Coppola Family Trust	US	NCEW	42	Restaurant, bar and catering services; providing banquet and social function facilities for special occasions; online information services, namely, providing a web site via global computer networks featuring information in the fields of wines, wineries and wine-making and historical and biographical information related thereto
Niebaum-Coppola	®	Coppola Family Trust	US	NCEW	33	
Niebaum-Coppola NC (& diamond design)	®	Coppola Family Trust	US	NCEW	33	

RC Reserve	®	Coppola Family Trust	US	NCEW	33	wines
Rubicon	®	Coppola Family Trust	Belize	NCEW	33	wines
Rubicon	®	Coppola Family Trust	Mexico	NCEW	33	
Rubicon	®	Coppola Family Trust	Guatemala	NCEW	33	wines
Rubicon (CO-EXIST WITH MEERLUST)	TM	Coppola Family Trust	US	NCEW	33	wines
Talia Rose	®	Coppola Family Trust	US	NCEW	33	wines