

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
E. & J. Gallo Winery		11/07/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	C & C IP SARL		
Street Address:	18 Avenue Marie-Therese		
City:	L-2132 Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3622303	BREAK OUT OF THE HERD	
Registration Number:	1948515	GEORGE HORNSBY'S	
Registration Number:	3168685	GEORGE HORNSBY'S	
Registration Number:	1961737	GEORGE HORNSBY'S PUBDRAFTS	
Registration Number:	2903356	HORNSBY'S	
Registration Number:	2884155	GEORGE HORNSBY'S	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202) 756-8000		
Email:	rkim@mwe.com, emalis@mwe.com, washington_ip_docket@mwe.com, ksandacz@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	600 13th Street, N.W.		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 3622303

ATTORNEY DOCKET NUMBER:	83303-014
DOMESTIC REPRESENTATIVE	
Name:	Richard Y. Kim
Address Line 1:	600 13th Street, N.W.
Address Line 2:	McDermott Will & Emery LLP
Address Line 4:	Washington, DELAWARE 20005
NAME OF SUBMITTER:	Richard Y. Kim
Signature:	/Richard Y. Kim/
Date:	04/26/2012
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

TRADEMARK ASSIGNMENT

WHEREAS, E. & J. Gallo Winery, having its principal place of business at 600 Yosemite Boulevard, Modesto, California 95354 ("Assignor,"), C&C IP SARL ("Assignee"), and C&C Beverages, Inc. have executed that Asset Purchase Agreement dated November 8, 2011 (the "Purchase Agreement"); and

WHEREAS, Assignor is the sole owner of the Trademarks (as such term is defined in the Purchase Agreement) (collectively, the "Marks");

WHEREAS, Assignor, C&C IP SARL ("Assignee"), and C&C Beverages, Inc. have executed that Asset Purchase Agreement dated November 8, 2011 (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor desires to assign and Assignee desires to receive, all of the right, title, and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, transfers, assigns, and sets over unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business relating to the products upon which the Marks are used and for which they were, were attempted to be, or will be registered, the income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks, all common law rights related thereto, all rights of registration, renewal, and extension, and the right to sue for damages and profits for past, present and future infringements or misappropriation thereof.

Assignor hereby authorizes and requests the Register of Trademarks of the United States, to record Assignee as Assignee of the Marks. Assignor acknowledges and agrees that it has provided to Assignee a power of attorney in the Purchase Agreement for the purpose of registering the assignment of the Marks in any relevant registries of any country.

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 Marks in Assignee, to more fully and effectively effectuate the purposes of this Trademark Assignment, or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee. Assignor hereby authorizes Assignee to deliver certified copies of this Trademark Assignment, as may prove necessary, from time to time, in order to record the assignment of the Marks, with the Trademark Office of any country, as well as for any other use which may become necessary by either party.


This Trademark Assignment will be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

[remainder of this page intentionally left blank – signature page follows]

This Trademark Assignment is executed as of the 7 day of November, 2011.

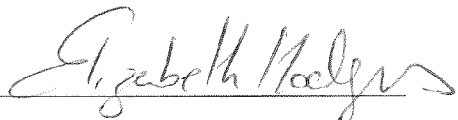
ASSIGNOR:

E. & J. GALLO WINERY

By: 
Name: Anthony L. Youga

Acknowledged and Accepted by:

C&C IP SARL

By: 
Name: ELIZABETH HODGINS


State of California)

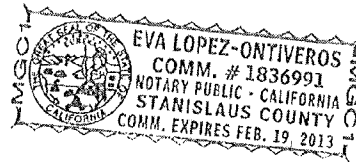
County of Stanislaus)

On November 7, 2011, before me, Eva Lopez, a Notary Public, personally appeared Anthony L. Youga, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Country	Registered	643599	04/26/97	527232	05/02/00	GEORGE HORNSBY'S PUBDRAFTS (desi
China (People's Republic)	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Cuba	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Czech Republic	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Dominica	Registered	103/97	09/25/97	103/97	06/26/98	GEORGE HORNSBY'S
Dominican Republic	Registered	99149126	10/03/97	94319	12/15/97	GEORGE HORNSBY'S
Fiji	Renew ed	537/97	10/14/97	537/97	10/14/97	GEORGE HORNSBY'S
France	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Germany	Renew ed	39536102.8	09/04/95	39536102	11/21/95	GEORGE HORNSBY'S
Hong Kong	Registered	300299999	10/12/04	300299999	10/12/04	GEORGE HORNSBY'S
Hungary	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Intl Reg - Madrid Agreement / Protocol	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Italy	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Japan	Renew ed	08-032553	03/27/96	4104193	01/16/98	HORNSBY'S
Liechtenstein	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
New Zealand	Renew ed	284581	11/11/97	5284581	11/11/97	HORNSBY'S
Poland	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Portugal	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Russian Federation	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Slovakia	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
South Africa	Renew ed	9611007	08/12/96	9611007	08/12/96	HORNSBY'S
Spain	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
St. Kitts and Nevis	Renew ed	4423	02/29/96	2010/0100	05/13/96	GEORGE HORNSBY'S
St. Lucia	Renew ed	0	12/12/95	288/1995	06/03/95	GEORGE HORNSBY'S
Switzerland	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S
Taiwan	Registered	99041335	08/20/10	1455977	03/16/11	HORNSBY'S
Turks and Caicos Islands	Registered	11581	12/02/97	11581	04/11/01	HORNSBY'S
United States of America	Registered	77572394	09/17/08	3622303	05/19/09	BREAK OUT OF THE HERD
United States of America	Renew ed	74/595582	11/07/94	1948515	01/18/96	GEORGE HORNSBY'S
United States of America	Registered	78787869	01/09/06	3168685	11/07/06	GEORGE HORNSBY'S and design
United States of America	Renew ed	74/630182	02/06/95	1961737	03/12/96	GEORGE HORNSBY'S PUBDRAFTS (des.g
United States of America	Registered	78298455	09/10/03	2903356	11/16/04	HORNSBY'S
United States of America	Registered	78228048	03/20/03	2884155	09/14/04	HORNSBY'S (design)
Viet Nam	Registered	39536102	12/05/95	648241 (IR)	02/15/96	GEORGE HORNSBY'S

OHS WEST:261259945.14

RECORDED: 04/26/2012

TRADEMARK
REEL: 004766 FRAME: 0062