

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement for Assignment of Intellectual Property		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Luna Vineyards, Inc.		03/19/2012
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mary Ann Tsai		
Street Address:	29 Hazelwood Drive		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4131900	MOONE TSAI
CORRESPONDENCE DATA			
Fax Number:	4158823232		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-882-3200		
Email:	tmlegal3@owe.com		
Correspondent Name:	Melville Owen		
Address Line 1:	455 Market Street, Suite 1910		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	LUNA 00013		
NAME OF SUBMITTER:	Melville Owen		
Signature:	/Melville Owen/		
Date:	05/15/2012		
Total Attachments: 3 source=Luna Vineyards Assignment#page1.tif source=Luna Vineyards Assignment#page2.tif source=Luna Vineyards Assignment#page3.tif			

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AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY

Assignor: Luna Vineyards, Inc. ("Luna")

Assignee: Mary Ann Tsai ("Tsai")

This agreement is entered into by and between LUNA VINEYARDS, INC., a California corporation with its principal business offices at 2921 Silverado Trail, Napa, California 94558, and MARY ANN TSAI, an individual business offices at 29 Hazelwood Drive, Napa, California 94558. This Agreement is effective as of March 19, 2012.

WHEREAS, Luna uses and owns the trademarks MOONE TSAI and the Design of a Crouching Lion on wines;

WHEREAS, Luna holds applications to register the trademark MOONE TSAI & Design of a Crouching Lion in the countries identified in Attachment A;

WHEREAS, Luna uses and owns the trade names "Moone Tsai" and "Moone Tsai Vineyards;"

WHEREAS, Luna uses and owns creative works subject to copyright, including, but not limited to wine labels, packaging, and marketing materials ("the Works") and has acquired trade dress rights in the Works;

WHEREAS, Tsai desires to obtain all right, title and interest in and to the trademarks, trade names, Works, and trade dress (collectively "the Intellectual Property") for use in connection with the marketing, promotion, distribution, and sale of wines and related collateral;

WHEREAS, Luna is willing to transfer its rights in and to the Intellectual Property to Tsai; and

WHEREAS, Luna and Tsai signed a Brand Purchase Agreement effective March 19, 2012 setting forth the terms and conditions of Tsai's purchase of the Moone Tsai assets, including the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and memorialized in the Brand Purchase Agreement, the parties agree as follows:

1. Luna hereby represents and warrants to Tsai:
 - (a) Luna has the right, power, and authority to enter into this Agreement;

- (b) Luna is the exclusive owner of all right, title and interest in and to the Intellectual Property;
- (c) The Intellectual Property is free of any liens, security interests, encumbrances or licenses;
- (d) Use of the Intellectual Property in commerce does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Luna's rights in the Intellectual Property; and,
- (f) Luna is not subject or party to any judgment, order, or any other agreement that either: (i) relates to the Intellectual Property; and/or, (ii) is inconsistent with any of the terms of this Agreement.

2. Luna hereby irrevocably sells, assigns and transfers to Tsai, and Tsai hereby accepts the sale, assignment and transfer from Luna of the Intellectual Property, including without limitation:

(a) all right, title and interest in and to the trademarks MOONE TSAI and the Design of a Crouching Lion and the trade names "Moone Tsai" and "Moone Tsai Vineyards," together with the good will of the business connected with the use of and symbolized by the trademarks and trade names, for Tsai's own use and enjoyment, and for the use and enjoyment of Tsai's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Luna if this assignment and sale had not been made; and,

(b) all right, title and interest, including, but not limited to copyright and trade dress rights, in and to all of the Works.

3. Luna shall provide to Tsai, its successors, assigns or other legal representatives, cooperation and assistance at Tsai's reasonable request and Luna's expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required, and further including without limitation testifying as to any facts relating to the assigned rights and this Agreement for Assignment of Intellectual Property): (i) in the preparation, prosecution, transfer, and/or assignment of any registration of the assigned trademarks, or any of them, and/or any application for such registration; (ii) in the prosecution or defense of any action arising in connection with or relating in any manner to any of the rights herein assigned, including but not limited to any opposition to any trademark, trade dress or other registration, any request, demand or petition for cancellation of any trademark or trade dress rights or registrations, and, any claim of infringement by or against Tsai; (iii) in obtaining any additional protection for the assigned rights that Tsai reasonably may deem appropriate; and (iv) in the implementation or perfection of the assignment contemplated by this Agreement.

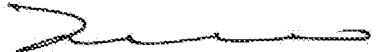
4. This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and wholly performed therein.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

LUNA VINEYARDS, INC.

MARY ANN TSAI

By 
David T. Howard, For Luna Vineyards, Inc.



Title *Chief Executive Officer*