

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
Ascentia Wine Estates, LLC		06/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	E. & J. Gallo Winery		
Street Address:	600 Yosemite Boulevard		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95354		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2040214	COVEY RUN	
Serial Number:	85314836	1805	
Serial Number:	85253771	CELLARMASTER'S	
CORRESPONDENCE DATA			
Fax Number:	4153917124		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-354-0100		
Email:	pharveypto@harveysiskind.com		
Correspondent Name:	D. Peter Harvey		
Address Line 1:	Four Embarcadero Center, 39th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4115		
ATTORNEY DOCKET NUMBER:	743.		
NAME OF SUBMITTER:	D. Peter Harvey		

OP \$90.00 2040214

Signature:	/D. Peter Harvey/
Date:	08/01/2012
Total Attachments: 2 source=Ascentia TM Assignment#page1.tif source=Ascentia TM Assignment#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated as of May 11, 2012 (the "Agreement"), and this Assignment is subject to and directed by that Agreement;


WHEREAS, Ascentia Wine Estates, LLC, a Delaware limited liability company with its principal place of business at 349 Healdsburg Avenue, Healdsburg, CA 95448 ("Assignor"), is the owner of all right, title and interest in and to certain Trademarks defined in the Agreement and designated in Schedule A hereto;

WHEREAS, E. & J. Gallo Winery, a California corporation with its principal place of business at 600 Yosemite Boulevard, Modesto, CA 95354 ("Assignee"), desires to acquire all right, title and interest in and to the Trademarks; and

WHEREAS, in the United States, for the purpose of 37 C.F.R. § 3.16, Assignee is a successor to Assignor's businesses, which are ongoing and existing, related to the domestic trademark applications listed in Schedule A hereto.

NOW THEREFORE, pursuant to the Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, transfers and assigns to Assignee all right, title and interest of Assignor in and to the Trademarks, together with the goodwill associated therewith and symbolized thereby, all common law rights related thereto, all rights of registration, renewal and extension, and the right to sue, and to recover damages and profits, for past, present and future infringements thereof.

ASCENTIA WINE ESTATES, LLC

By: 

Date: June 1, 2012

Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Serial / Registration Number</u>	<u>Expires</u>
Covey Run	USA	2040214	2/25/2017
Covey Run	Canada	TMA 694,078	8/15/2022
Covey Run	Hong Kong	300252710	7/19/2014
Covey Run	Japan	4850610	3/25/2015
Covey Run	Poland	185362	7/29/2014
Covey Run	Switzerland	527441	7/20/2014

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
1805	Canada	1551062	11/7/2011
1805	China	10155411	11/7/2011
1805	European Community	10395655	11/7/2011
1805	Hong Kong	302077344	11/7/2011
1805	Japan	2011-79773	11/7/2011
1805	USA	85/314836	5/6/2011
Cellarmaster's	USA	85/253771	2/28/2011

Common Law Trademarks:

Columbia
Columbia Winery
Columbia Wine & Spirits
Columbia Wine Cellars
Covey Run Winery