

08/21/2012



Form PTO-1594 (Rev. 12-11)
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SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



8-16-12

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Saralee's Vineyards

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 5/17/2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Foley Family Wines, Inc.

Street Address: 601 Riverside Avenue

City: Jacksonville

State: Florida

Country: USA Zip: 32204

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Exhibit A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John B. Greenberg, Esq.

Internal Address: _____

Street Address: 911 Washington Avenue, 7th Floor

City: St. Louis

State: Missouri Zip: 63101

Phone Number: 314-231-2800

Docket Number: _____

Email Address: jbg@stolarlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 08/21/2012 RT0111 0000011 3112008

Authorized User Name 01 FC:8521 40.00 OP

02 FC:8522 25.00 OP
8/15/12
Date

9. Signature:

Signature

John B. Greenberg, Esq., Attorney for Foley Family Wines, Inc.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

<u>Name of Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>
TRENTON STATION	78/679699	3,112,088
TRENTON STATION VINEYARD	78/679742	3,116,999

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made this 17th day of May, 2011 by and between Saralee's Vineyards, LLC ("Seller"), and Foley Family Wines, Inc. ("Buyer").

WHEREAS, pursuant to that certain Purchase Agreement dated as of April 20, 2011 among Seller, and Buyer (the "Purchase Agreement"), Seller has agreed to sell to Buyer all of its right, title and interest in and to those certain assets set forth in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Buyer has agreed to assume certain obligations and liabilities of the Seller and Seller has agreed to assign certain contracts and trademarks to Buyer.

NOW, THEREFORE, for and in consideration of the foregoing recitals and mutual covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Buyer hereby assumes those liabilities and contracts as set forth on Exhibit "A" attached hereto and incorporated by reference (the "Assumed Contracts") and Seller hereby assigns to Buyer the Assumed Contracts. Notwithstanding anything to the contrary in the preceding sentence, to the extent that any assignment of any Assumed Contract to be transferred to Buyer as provided herein shall require the consent of a third party, this instrument shall not constitute an assignment of such Assumed Contract to Buyer if and so long as such should constitute a breach thereof (unless the appropriate consents and/or waivers have been obtained).

2. Seller hereby sells, transfers, assigns and sets over unto Buyer, its successors and permitted assigns, all of the right, title and interest in and to of the trademark "Trenton Station Vineyard" Registration Number 3116999 and the trademark "Trenton Station" Registration number 3112088 (collectively the "Marks"), together with the goodwill associated therewith and symbolized by the Marks, all common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof. Buyer shall assume and become responsible to pay, perform and discharge all the debts, obligations, and liabilities in connection with the Marks arising as of the date of this Agreement Seller agrees to execute and deliver at the request of Buyer all papers, instruments, and assignments, and to perform any other reasonable acts Buyer may request in order to vest all of the right, title, and interest in and to the Marks in Buyer and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Buyer, to the extent such evidence is in the possession or control of Seller.

3. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

4. This Agreement shall not limit or modify any of the provisions of the Purchase Agreement, and to the extent of any conflict therewith, the Purchase Agreement and its provisions shall prevail over this Assumption Agreement and its provisions.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws.

6. Words and terms defined in the Purchase Agreement shall, unless the context hereof clearly otherwise requires, have the same meanings herein as therein provided. The definitions in the Purchase Agreement of such words and terms are hereby incorporated herein by this reference.

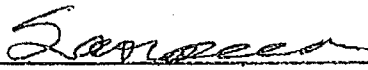
7. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have each caused their duly authorized representative to execute this Agreement on the date first above written.

SELLER:

SARALEE'S VINEYARD, LLC

By: 
Name: Saralee Kunde
Title: Manager

BUYER:

FOLEY FAMILY WINES, INC.

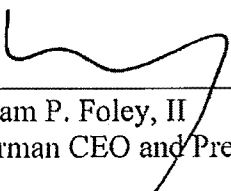
By: 
Name: William P. Foley, II
Title: Chairman CEO and President

Exhibit A

Assumed Contracts

1. Grape Purchase Agreement by and between Francis Coppola Winery, LLC and Seller dated August 21, 2009 for the purchase of Pinot Noir grapes;
2. Grape Purchase Agreement by and between DuMol and Seller dated June 3, 2010, for the purchase of Viognier grapes; and
3. Grape Purchase Agreement by and between Fritz Winery d/b/a Lost Canyon Winery, LLC dated August 27, 2008 for the purchase of Syrah grapes.