

## 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
The Wine Group LLC		12/07/2012	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Amizetta Vineyards Winery LLC		
Doing Business As:			
Street Address:	1099 Greenfield Road		
City:	Saint Helena		
State/Country:	CALIFORNIA		
Postal Code:	94574		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2722108	TRADITION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7079631460		
Email:	cab@amizetta.com		
Correspondent Name:	Amizetta Winery LLC		
Address Line 1:	1099 Greenfield Road		
Address Line 4:	Saint Helena, CALIFORNIA 94574		
NAME OF SUBMITTER:	Perry Clark		
Signature:	/Perry Clark/		
Date:	12/21/2012		

OP \$40.00 2722108

**Total Attachments: 8**

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source=Tradition Assignment Agreement Pg1#page1.tif  
source=Tradition Agreement Notary#page1.tif  
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source=Tradition Release of Trademark Pg3#page1.tif

## TRADEMARK PURCHASE AGREEMENT

THIS TRADEMARK PURCHASE AGREEMENT ("Agreement"), effective as of December 18, 2012, is by and among The Wine Group LLC ("Seller") and Amizetta Vineyards Winery LLC ("Buyer") (together, Buyer and Seller shall hereinafter be identified as the "Parties" or individually as a "Party").

WHEREAS, Seller owns U.S. Trademark Registration No. 2,722,108, registered on June 3, 2003, for the mark TRADITION (hereinafter the "Registration") and the mark related thereto (the "Mark");

WHEREAS, Buyer wishes to acquire Seller's rights worldwide to the Mark and the goodwill of Seller's business symbolized thereby and associated therewith;

WHEREAS, Seller is willing to assign to Buyer its rights in and to the Mark, along with the goodwill of Seller's business symbolized thereby and associated therewith on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and consideration hereinafter set forth, the Parties agree as follows:


1. At the Closing (as hereinafter defined) Seller will assign to Buyer all of Seller's right, title and interest throughout the world in and to the Mark (including, without limitation, U.S. Trademark Registration No. 2,722,108, hereinafter the "Trademark Registration"), together with the goodwill of Seller connected with and symbolized by the Mark, and together with all claims for past infringement(s) of the Mark including, including, without limitation, the right to sue for, collect, and recover damages and profits for the same.
2. Buyer shall deliver to Seller, on the Closing Date (as hereinafter defined), the sum of Five Thousand Dollars (\$5,000) in the form of a bank check or bank draft.
3. At the Closing, Seller will execute and deliver a trademark assignment in substantially the form attached hereto as Appendix A, along with a copy of Seller's complete application and registration files for the Mark.
4. Seller represents and warrants as of the Closing Date as follows:
  - a. Seller is the owner of the Mark as applied to the goods listed above and has the corporate right to enter into this Agreement and the attached assignment.
  - b. Seller has the requisite corporate power and authority to execute and deliver, and consummate the transactions contemplated by this Agreement and to carry out all actions required of it pursuant to this Agreement.
  - c. Seller is the lawful owner of all of the Mark, and has the full right to sell, convey, transfer, assign and deliver the Mark, without the need to obtain the consent or approval of any third party. The Mark, upon transfer to Buyer, shall be free and

clear of any security interests, liens, claims, charges, options, mortgages, debts, leases (or subleases), conditional sales agreements, title retention agreements, encumbrances of any kind, material defects as to title or restrictions against the transfer or assignment (collectively, "Encumbrances"). Buyer will have good, valid and marketable title and (where applicable) record title to, and/or the right to use, all of the Mark, free and clear of all Encumbrances.

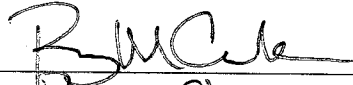
5. Seller agrees that it shall cease use of the Mark following the Closing Date and payment in full of the purchase price therefore set forth herein. Following the Closing, Buyer shall have responsibility for recording the assignment of the Mark and the releases of any security interest related thereto with any and all applicable governmental entities.
6. The Parties agree that this Agreement shall inure to the benefit of and be binding upon each of their respective agents, representatives, shareholders, members, officers, directors, employees, assigns, subsidiaries, parent companies, and predecessor or successor companies.
7. This Agreement together with Appendix A hereto (collectively, the "Transaction Documents") constitute the entire agreement between the Parties, and supersede any and all prior agreements or understandings, written or oral, between them relating to the subject matter herein and therein. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in the Transaction Documents or separately agreed to in writing and signed by an authorized representative of each of the Parties.
8. The undersigned represent that they have authority to execute this Agreement on behalf of the respective parties and to carry out all obligations imposed hereunder.
9. All transfer and sales taxes payable with respect to the sale and conveyance of the Mark to Buyer shall be paid by Seller. All other fees and expenses incurred in connection with the negotiation, execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, shall be borne separately by each party hereto.
10. The validity and construction of this Agreement shall be governed by the internal laws (and not the conflicts rules) of the State of California.
11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. The consummation of the transactions contemplated by this Agreement (the "Closing") shall occur on December 18, 2012 or at such other date as the Parties may mutually agree (the "Closing Date"). The Closing is contingent upon the execution and delivery of the Transaction Documents and payment in full of the purchase price for the Mark on or prior to the Closing Date and neither Party shall have any obligation to consummate the transactions contemplated hereby, unless or until all of the Transaction Documents are satisfactory to such Party, in such Party's sole discretion.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above written.

**THE WINE GROUP LLC**

By:   
Name: John Sutton  
Title: General Counsel and Executive Vice President

**AMIZETTA VINEYARDS WINERY LLC**

By:   
Name: Perry Clark  
Title: President

APPENDIX A

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, The Wine Group LLC, is a Delaware limited liability company having its principal place of business at 4596 S. Tracy Boulevard Tracy, CA 95377 (herein referred to as ASSIGNOR) and whereas ASSIGNOR wishes to assign any and all rights to U.S. Trademark Registration No. 2,722,108, registered on June 3, 2003, for the mark TRADITION (hereinafter the "Registration") and the mark related thereto.

WHEREAS, Amizetta Vineyards Winery LLC., a California limited liability company having its principal place of business at 1099 Greenfield Road, Saint Helena, CA 94574 (hereinafter referred to as ASSIGNEE), wants to acquire such mark and the registration thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE, all right, title, and interest in and to said mark and Registration, together with the goodwill of the business symbolized by the mark in the above-identified Registration and all claims for past infringement(s) of the Mark including, without limitation, the right to sue for, collect, and recover damages and profits for the same.

ASSIGNOR covenants and agrees that ASSIGNOR has the full right to convey the interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith and that said mark and registration is transferred free of any liens or encumbrances.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hand and seal this 18<sup>th</sup> day of December, 2012.

The Wine Group LLC

By: 

Name: John Sutton

Title: General Counsel and Executive Vice President

State of California )  
 ) ss:  
County of San Joaquin )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ 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 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.

*See attached*

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of SAN JOAQUIN

On 12-7-12 before me, DIJANA KRISTO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

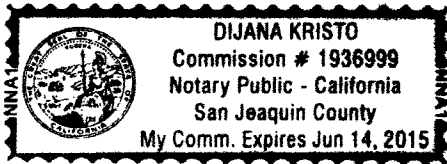
personally appeared JOHN SUTTON  
Name(s) of Signer(s)

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: [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: TRADEMARK PURCHASE AGREEMENT

Document Date: 12-7-12 Number of Pages: 4 PG.

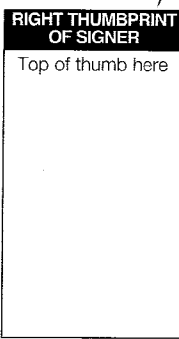
Signer(s) Other Than Named Above: NA

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: JOHN SUTTON

Corporate Officer — Title(s): SECRETARY

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

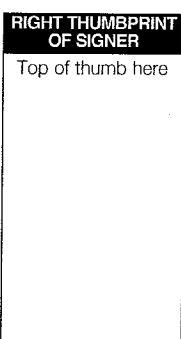


Signer Is Representing: TWG

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**RELEASE OF TRADEMARK COLLATERAL**

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release"), dated November 7, 2012, is made by Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A., "Rabobank International", New York Branch ("Rabobank") (as assignee of JPMorgan Chase Bank), as collateral agent for the benefit of the Secured Creditors referenced in the Security Agreement described below (the "Collateral Agent"), under that certain Amended and Restated Security Agreement, dated as of June 26, 2006 (the "Security Agreement"), by and among The Wine Group, Inc., a California corporation ("TWG Inc."), The Wine Group LLC, a Delaware limited liability company (the "Company"), and together with TWG Inc., the "Co-Issuers"), each of the direct and indirect Subsidiaries (as defined in the Security Agreement) of the Co-Issuers that are a party to the Security Agreement (each of such Subsidiaries being a "Subsidiary Grantor" and collectively the "Subsidiary Grantors") and each Additional Grantor (as defined in the Security Agreement) that may become a party thereto in accordance with the provisions of the Security Agreement (each Co-Issuer, each Subsidiary Grantor, and each Additional Grantor being a "Grantor" and collectively the "Grantors"), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantors have assigned and granted to the Collateral Agent, a security interest in and to all of the Grantors' right, title and interest in and to, among other things, the Intellectual Property Collateral (as defined in the Security Agreement) of the Grantors, including, without limitation, the trademark owned by the Company identified on Exhibit A attached hereto (the "Mark"); and

WHEREAS, the Collateral Agent has agreed to release, retransfer and reassign to the Company, without representation or warranty, all of the Collateral Agent's right, title and interest in and to the Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent does hereby unconditionally release and fully discharge any and all right, title and interest in and to and any and all liens, security interests and/or other rights it may have upon the Mark, and reconveys to the Company all of the Collateral Agent's right, title and interest in and to the Mark, including, without limitation, the goodwill associated therewith and all causes of action for past infringement, if any, all without representation or warranty of any kind.

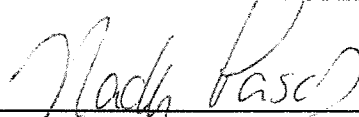
2. The Collateral Agent hereby consents to the discharge of record of its lien on, and security interest in and to, the Mark. The Collateral Agent consents to the recordation and/or filing by the Company or its representatives of this Release against the Mark with the United States Patent and Trademark Office, the applicable Uniform Commercial Code filing office (if necessary), or any other agency or entity necessary to evidence the termination and release of liens on, and security interests in and to, the Mark.

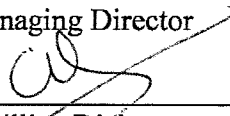


3. Except as specifically provided herein, nothing herein contained shall in any way affect, alter or diminish the lien or encumbrance of the Security Agreement on the remaining portion of the Collateral (as defined in the Security Agreement). Except as set forth in this Release, the terms and provisions of the Security Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of November 7, 2012.

**COOPERATIEVE CENTRALE RAIFFEISEN – BOERENLEENBANK B.A.,  
“RABOBANK INTERNATIONAL”, NEW YORK BRANCH, as the Collateral Agent**

By:   
Name: Nader Pasdar  
Title: Managing Director

By:   
Name: Gillian Dickson  
Title: Executive Director

STATE OF California )  
COUNTY OF San Francisco )

On November 7, 2012, before me, Rita I Chavez, a Notary Public, personally appeared Nader Pasdar and Gillian Dickson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



EXHIBIT A

MARK

Mark	Registration No.	Record Owner	Goods/Services
TRADITION	2,722,108	The Wine Group LLC	Wines