

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
Queensway Investment Holdings, LLC		03/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Grange of the Order of Patrons of Husbandry		
Street Address:	1616 H Street, NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	non-profit corporation: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77640481	LA GRANJA	
CORRESPONDENCE DATA			
Fax Number:	2029443306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2029443300		
Email:	jbikoff@sgbdc.com		
Correspondent Name:	James L. Bikoff		
Address Line 1:	1101 30th Street, NW		
Address Line 2:	Georgetown Place - Suite 120		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		
ATTORNEY DOCKET NUMBER:	NGRANGE/9613		
NAME OF SUBMITTER:	James L. Bikoff		
Signature:	/jlb/		

CH \$40.00 77640481

Date:

04/08/2013

Total Attachments: 2

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ASSIGNMENT AGREEMENT

WHEREAS, Queensway Investment Holdings, LLC, a Delaware corporation, having an address at 13363 Portofino Drive, Del Mar, California 92014 (hereinafter "ASSIGNOR"), is the owner of U.S. Trademark Application No. 77/640,481 for the LA GRANJA Mark for wines; and

WHEREAS, National Grange of the Order of Patrons of Husbandry, a District of Columbia non-profit corporation, having an address at 1616 H Street NW, Washington, District of Columbia 20006 (hereinafter "ASSIGNEE"), is desirous of becoming the owner by assignment of the LA GRANJA Mark, as well as U.S. Trademark Application No. 77/640,481 (the "LA GRANJA Application"); and

WHEREAS, ASSIGNOR desires to transfer to ASSIGNEE any and all right, title, interest and goodwill it holds in and to the LA GRANJA Mark as well as the LA GRANJA Application;

NOW, THEREFORE,

1. ASSIGNOR warrants that it is the owner of the LA GRANJA Mark as well as the LA GRANJA Application; and that there is no challenge to such ownership pending and not resolved, as U.S. Trademark Trial and Appeal Board Proceeding No. 91192184, brought by Assignee, was withdrawn without prejudice by consent of Assignor and Assignee, under the terms of a Settlement Agreement.
2. ASSIGNOR warrants that no security interest is presently outstanding in favor of any third party with respect to any of its rights in the LA GRANJA Mark or the LA GRANJA Application.
3. ASSIGNOR agrees to provide any documentation or assistance that ASSIGNEE may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.
4. In consideration of the sum of Five Thousand Dollars (\$5,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in and to the LA GRANJA Mark and LA GRANJA Application, together with all of the goodwill of the business symbolized by the LA GRANJA Mark.
5. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the Marks or injury to the goodwill connected with use of the Marks.
6. This Agreement represents the entire agreement between the parties regarding assignment of the Marks, and it supersedes any prior oral or written agreement or understanding between the parties on that subject.

7. This Agreement is binding upon the parties, as well as their successors, assigns, officers and all those in concert or privity with them.

8. The assignment contemplated herein shall be deemed effective as of the date indicated below.

IN WITNESS HEREOF, the duly authorized individuals have executed this Agreement on behalf of Grange and Queensway on the dates set opposite their signatures.

**NATIONAL GRANGE
OF THE ORDER OF PATRONS
OF HUSBANDRY**



Signature

Edward L. Luthell

Name


President

Title

April 28, 2013

Date

QUEENSWAY INVESTMENT HOLDINGS, LLC



Signature

JAMES MADSEAN

Name

Managing Member

Title

3-25-13

Date