

## 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		04/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GF WINES LLC		
Street Address:	10701 WESTSIDE RD		
City:	HEALDSBURG		
State/Country:	CALIFORNIA		
Postal Code:	95448-9931		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2071637	GARY FARRELL	
Registration Number:	2267810	ENCOUNTER	
CORRESPONDENCE DATA			
Fax Number:	7075264707		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	707.526.4200		
Email:	jmbehmke@cmprlaw.com		
Correspondent Name:	Jay M. Behmke		
Address Line 1:	100 B Street Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401-6376		
ATTORNEY DOCKET NUMBER:	2380.7 ASCENTIA - GF WINE		
NAME OF SUBMITTER:	Jay M. Behmke		
Signature:	/jmb163603/		

OP \$65.00 2071637

Date:

06/11/2013

**Total Attachments: 4**

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IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made as of April 28, 2011 by and between Ascentia Wine Estates, LLC, a Delaware limited liability company ("Seller" or "Assignor"), and GF Wines, LLC, a California limited liability company ("Purchaser" or "Assignee"), pursuant to the provisions of that certain Asset Purchase Agreement, dated as of April 14, 2011 (the "Purchase Agreement"), by and between Seller and Purchaser. Capitalized terms used but not otherwise defined herein have the respective meanings given to such terms in the Purchase Agreement.

**WHEREAS**, Assignor is the owner of the trademarks set forth on Schedule 1 attached hereto and the goodwill of the Business symbolized thereby (collectively, the "Marks"), which constitute part of the Purchased Company Assets under the Purchase Agreement; and

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement and for the Purchase Price set forth therein, Assignor desires to assign and transfer all of its right, title and interest in, to and under the Marks to Assignee, and Assignee desires to accept such assignment and transfer, subject to the terms and conditions set forth in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in, to and under the Marks together with: (i) all registrations thereof and applications therefor and rights, including all common law rights, corresponding thereto in the United States of America and throughout the world; (ii) all rights to income, royalties, and license fees deriving from the Marks; (iii) the right to sue for and recover damages and profits from past, present and future infringements thereof; (iv) all of the goodwill of the Business connected with the Marks; and (v) the right to secure renewals, reissues and extensions of the Marks or registrations thereof in the United States of America and throughout the world, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be reasonably required for obtaining or perfecting Assignee's title in and to the Marks, all at the expense of Assignee or its successor in interest (as applicable).

Section 18 of the Purchase Agreement is hereby incorporated by reference and made a part hereof.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first set forth above.

**Assignor:**

**ASCENTIA WINE ESTATES, LLC,  
a Delaware limited liability company**

By: Kathy DeVillers  
Name: Kathy DeVillers  
Title: Senior Vice President of Finance

**Assignee:**

**GF WINES, LLC,  
a California limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first set forth above.

**Assignor:**

**ASCENTIA WINE ESTATES, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignee:**

**GF WINES, LLC,  
a California limited liability company**

By: Pete Scott

Name: PETE SCOTT

Title: PRESIDENT

**SCHEDULE 1**  
**MARKS**

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Gary Farrell	US	2071637	06/17/1997
Encounter	US	2267810	08/03/1999