

## 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
Roth Vineyards, Inc.		11/13/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Roth Wines, LLC		
Street Address:	10300 Chalk Hill Road		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3218484	ROTH CALIFORNIA VODKA R V	
Registration Number:	3219271	ROTH R V	
Registration Number:	3219269	ROTH R E	
CORRESPONDENCE DATA			
Fax Number:	3146127682		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(314) 444-7600		
Email:	jgreenberg@lewisrice.com		
Correspondent Name:	John B. Greenberg		
Address Line 1:	600 Washington Avenue		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John B. Greenberg, attorney		
Signature:	/John B. Greenberg/		

OP \$90.00 3218484

Date:

09/05/2013

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made on November 13, 2012 by and between Roth Vineyards, Inc., a California corporation ("Assignor") and Roth Wines, LLC, a California limited liability company ("Assignee") with reference to the following:

A. Assignor and Assignee are parties to that certain "Roth Contribution Agreement and Agreement to Purchase Membership Interests" dated October 23, 2012 (the "Contribution Agreement").

B. Assignor is the owner of the trademarks listed on Schedule 1 attached hereto and incorporated herein by this reference (the "Marks"), and is also the registrant of a United States Registrations for the Marks, as indicated on Schedule 1 (the "Registrations").

C. Assignee desires to obtain ownership of all rights to the Marks for all commercial purposes, and all good will related thereto, whether such rights are based in common law or under federal or state statute, that Assignor may own or possess as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by Assignor, Assignor and Assignee agree as follows:

1. Assignment of Marks. Pursuant to the terms and conditions of the Contribution Agreement and Assignor's obligations thereunder and subject to the terms and conditions contained therein, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Marks for any and all purposes, together with all good will of the business symbolized by the Marks and the Registrations for the Marks. The foregoing Assignment of the Marks and the Application shall include without limitation (a) the right to register or renew the Marks in the United States and in any foreign country (b) all right, title and interest of Assignor in any pending registration applications for the Marks (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Marks, and (d) the right to sue for and collect damages by reason of any past or future infringement or misuse of the Marks.

2. Consideration. This assignment is made in conjunction with and as consideration for entering into the Contribution Agreement between Assignee to Assignor.

3. Further Assurances. Assignor hereby agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Marks, and to effect the assignment and transfer of the Registrations to Assignee.

4. Warranties and Representations. Assignor represents and warrants that it has not previously assigned to any third party any right, title or interest in or to the Marks or the associated goodwill. In addition, all representations and warranties of Assignor, pertaining to the

Marks being assigned hereunder and contained in the Contribution Agreement are incorporated herein by reference.

5. Discontinuance. Assignor will immediately discontinue all use of the Marks except for the limited purpose of notifying customers and potential customers that Assignor is no longer using the Marks. Assignor agrees not to adopt or use any mark or name that is substantially similar to the Marks being assigned to Assignee, provided, however, Assignor may continue to use the corporate name of Assignor in order to wind up its business operations and take such actions as may be necessary to collect its accounts receivable and pay its accounts payable over the course of 2013, to the extent not otherwise assigned and/or contributed to Assignee under the Roth Contribution Agreement, after which if Assignee desires to continue to operate the business of Assignee into 2014 and beyond, it will change its corporate name to delete any reference to "Roth" in the name.

6. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

7. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

8. Governing Laws. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California.

9. Entire Agreement. This Assignment contains the entire agreement to the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings, discussion, letters of intent, whether written or oral, between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR:

ROTH VINEYARDS, INC.,  
a California corporation

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

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

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

ASSIGNEE:

ROTH WINES, LLC,  
a California limited liability company

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

Print Name: *William P. Foley, II*

Title: *Manager*

## Schedule 1

### Registered Marks:

Mark: ROTH R V\*  
Registration Number: 3219271  
Registration Date: March 20, 2007

Mark: ROTH CALIFORNIA R E\*  
Registration Number: 3219269  
Registration Date: March 20, 2007

Mark: ROTH CALIFORNIA VODKA R V\*  
Registration Number: 3218484  
Registration Date: March 13, 2007  
(By Assignment from Roth Vodka LLC on 6/16/06)

\*A cancellation proceeding is pending at the Trademark Trial and Appeal Board against all of the Estate's "ROTH" trademarks. See Exhibit B (Disclosure Schedule) for more information regarding such proceeding.

Mark: THE SPIRIT OF CALIFORNIA  
Registration Number: 3216187  
Registration Date: March 6, 2007

### Symbols:

ROTH R E – The word "**ROTH**" in stylized font, with a shield with the design of a standing lion below the wording. The letters R E appear on the shield.

ROTH R V – The word "**ROTH**" in stylized font, with a shield with the design of a standing lion below the wording. The letters R V appear on the shield

ROTH CALIFORNIA VODKA R V – The words "**ROTH California VODKA**" in stylized font, with a horizontal line and a shield with the design of a standing lion below the wording. The letters R V appear on the shield.