

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David S. Phinney		09/20/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Huneeus Vintners LLC		
Street Address:	1601 Silverado Trail		
City:	Rutherford		
State/Country:	CALIFORNIA		
Postal Code:	94573		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85825941		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 268-7000		
Email:	ksamia@mofa.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	67715-6024000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/JLT2/		
Date:	09/23/2013		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of August __, 2013 (the "Effective Date") by and between David S. Phinney ("Assignor"), an individual and citizen of the United States of America having an address at P.O. Box 475, Rutherford, California 94573, and Huneus Vintners LLC ("Assignee"), a Delaware limited liability company having an address at 1601 Silverado Trail, Rutherford, California 94573 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor has intended to use the mark shown in Exhibit A (the "Mark") in commerce in connection with wines and has filed a trademark application with the United States Patent and Trademark Office, now assigned U.S. Application Serial No. 85/825,941 (the "Trademark Application"), indicating that intention, but has not yet filed an allegation of use under §§ 1(c) or 1(d) of the Lanham Act;

WHEREAS, Assignor is assigning the mark in the above-identified application as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060;

WHEREAS, Assignee, the successor of the ongoing and existing business, or portion thereof, of the Mark, to which the Mark pertains, is desirous of acquiring said Mark and the pending Trademark Application therefor, along with the business associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with the accompanying goodwill and that portion of the business represented and symbolized by such Mark, the Trademark Application, all related common law rights, the right to register, renew, protect and defend the Mark and the right to sue for past infringements of the Mark (collectively, the "Rights"). Assignor retains no rights to use the Mark and agrees not to challenge the validity of Assignee's ownership in the Mark.

2. COOPERATION.

Assignor agrees to reasonably cooperate with Assignee to record this Assignment in the United States Patent and Trademark Office and to extend such other cooperation and perform such other acts as may be necessary or appropriate, in the reasonable opinion of Assignee, to convey Assignee's rights in the Mark.

3. REPRESENTATIONS AND WARRANTIES.

Assignor represents, warrants and covenants that: (a) Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) Assignor's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party, and no such agreement or arrangement of any kind with any third party shall in any way limit, restrict or impair the Rights granted to Assignee under this Agreement; (c) to the best of Assignor's knowledge, Assignor has the right to grant the Rights granted herein, free and clear of any adverse claims of any kind and without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; and (d) the Mark shall not be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments.

4. MISCELLANEOUS.

This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in

two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

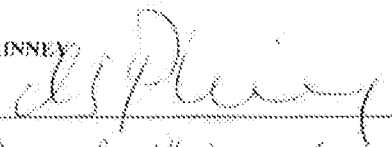
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

DAVID S. PHINNEY

By:

Name:

Date:



David Phinney

8/29/13

HUNEUS VINTNERS LLC

By:

Name:

Title:

Date:

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

DAVID S. PHINNEY

HUNEUS VINUMERS LLC

By: _____

By: _____

Name: _____

Name: Augustin F. Huneus

Date: _____

Title: Managing Partner
Date: 9/20/13

EXHIBIT A



Mark Shown in U.S. Application Serial No. 85/825,941

sf-3291126