

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
Guenoc Winery, Inc.		11/16/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Langtry Vineyard & Winery, LLC		
Street Address:	10300 Chalk Hill Road		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85758666	LALEE	
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 2:	Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John B. Greenberg, attorney		
Signature:	/John B. Greenberg/		
Date:	11/21/2013		
Total Attachments: 2 source=SKMBT_C75413112110370#page1.tif source=SKMBT_C75413112110370#page2.tif			

OP \$40.00 85758666

BILL OF SALE AND GENERAL ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, GUENOC WINERY, INC, a Delaware corporation ("Seller"), does hereby sell, assign, transfer and deliver to LANGTRY VINEYARD & WINERY, LLC, a Delaware limited liability company ("Buyer"), its successors and permitted assigns, all of Seller's rights, title and interest in and to (i) the Contributed Assets set forth in that certain Contribution Agreement dated November 16, 2012 entered into by and among Seller, Buyer, and William P. Foley, II and Carol J. Foley, as husband and wife (the "Agreement") which assets include but are not limited to the Land, Improvements, Appurtenant Rights, Approvals, Property Plans, Reports, Warranties, records, Personal Property, Intellectual Property, Contracts and Prepaid Assets, and without limiting the generality of any of the foregoing, (ii) the Agency Agreement, dated July 29, 2012, by and between Seller and Foley Family Wines, Inc., a Delaware corporation. Any capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to them in the Agreement.

TO HAVE AND TO HOLD, the same unto Buyer and its successors and permitted assigns, forever.

The sales and assignments made hereunder are made in accordance with and subject to the representations, warranties, covenants and provisions contained in the Agreement and any and all ancillary agreements consummated in relation to the Agreement.

SELLER HEREBY CONSTITUTES and appoints Buyer and its successors and permitted assigns, the true and lawful attorney of Seller, with full power of substitution in the names and stead of Seller, but on behalf of and for the benefit of Buyer, its successors and permitted assigns, to demand and receive any and all of the above-mentioned property, to give receipts and releases for and in respect of the same, or any part thereof, and to do all acts and things in relation to the above-mentioned property which Buyer and its successors and permitted assigns, shall deem reasonably necessary, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable, whether by Seller or by reason of Seller's dissolution or in any matter or for any reason whatsoever.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale and General Assignment to be executed and delivered as of this 16th day of November, 2012.

SELLER:

GUENOC WINERY, INC.
a Delaware corporation

By: 

Name: Easton Manson

Title: President

BUYER:

LANGTRY VINEYARD & WINERY, LLC
a Delaware limited liability company

By: 

Name: William P. Foley, II

Title: Chairman, CEO and President

[Bill of Sale]