

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
Terravant Wine Company, LLC		01/28/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bronco Wine Company		
Street Address:	6342 Bystrum Road		
City:	Ceres		
State/Country:	CALIFORNIA		
Postal Code:	95307		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85503766	CRESPI RANCH	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-7000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Emilia F. Cannella, Ropes & Gray LLP		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	BWIM-TIP CRESPI RANCH		
NAME OF SUBMITTER:	Emilia F. Cannella		
Signature:	/Emilia F. Cannella/		

CH \$40.00 85503766

Date:

02/18/2014

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of January 28, 2014 ("Effective Date") by and among **Terravant Wine Company, LLC**, a California limited liability company with an address of 35 Industrial Way, Buellton, CA 93427 ("**Assignor**") and **Bronco Wine Company**, a California Corporation, with an address of 6342 Bystrum Road, Ceres, CA 95307 ("**Assignee**").

WHEREAS, Assignor has used and applied to register the trademark CRESPI RANCH ("**Mark**") on the Principal Register of the United States Patent and Trademark Office, Application Serial No. 85/503,766, in connection with wine and wines;

WHEREAS, Assignor has used the trademark CR and Design ("**Logo Mark**") in connection with wine and wines;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Mark, including without limitation, the pending application therefor, and the Logo Mark (collectively the "**Marks**");

NOW THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks, together with (1) the goodwill of the business appurtenant to the Marks; (2) all registrations and applications for registration thereof, (3) all income, royalties, and damages which may be due or payable to Assignor with respect to the Marks; and (4) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

2. Cooperation. The parties agree to execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the sole limited purpose of executing such papers and performing such other proper acts as may be reasonably necessary to record this Assignment in the USPTO.

3. Disclaimer; Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS ASSIGNMENT TO THE CONTRARY, THE MARKS ARE ASSIGNED AND ASSUMED BY ASSIGNEE ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY

KIND IN CONNECTION WITH THIS ASSIGNMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Indemnity. Assignee hereby indemnifies and holds Assignor harmless and agrees to defend Assignor from and against any and all claims, suits, costs, fees, losses, liabilities, damages, and expenses of any kind (including, legal fees and expenses) which may be incurred by Assignor, or for which Assignor may become liable or be compelled to pay, arising from the use of the Marks by Assignee.

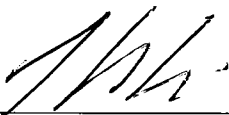
5. General Provisions. This Assignment may be executed in .pdf counterparts exchanged by email, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be subject to and governed by the laws of the State of California without regard to its conflict of law rules.

7. Entire Agreement. This Assignment together with any attachments and exhibits constitutes the entire agreement between the parties and supersedes all prior statements, representations, warranties, promises, covenants, understandings, and agreements, either oral or written, on the subject matter of this Assignment. This Assignment may be altered, modified or amended only by an instrument in writing that refers to this Assignment and is signed by all parties to be charged.

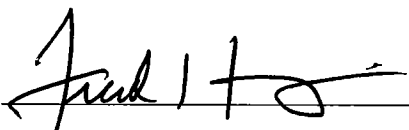
This Assignment has been executed as of the Effective Date.

Terravant Wine Company, LLC

By: 

Lew Eisaguirre, President

Bronco Wine Company

By: 

Name: FRED T. FRANZIA

Its: CEO