

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ma(i)sonry Napa Valley, LLC		02/03/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RH Yountville, Inc.		
Street Address:	15 Koch Road		
Internal Address:	Suite J		
City:	Corte Madera		
State/Country:	CALIFORNIA		
Postal Code:	94925		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3588590	MA(I)SONRY	
CORRESPONDENCE DATA			
Fax Number:	7029498376		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	702.949.8200		
Email:	TRADEMARKS-LASVEGAS@LRRLAW.COM, MMCCUE@LRRLAW.COM		
Correspondent Name:	Michael J. McCue		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	54066.00001		
NAME OF SUBMITTER:	Michael J. McCue		
SIGNATURE:	/Michael J. McCue/		
DATE SIGNED:	04/07/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and entered into as of February 3, 2014 by and between Ma(i)sonry Napa Valley, LLC, a California limited liability company having a place of business at 6711 Washington Street, Yountville, California 94559 ("*Assignor*"), and RH Yountville, Inc., doing business in California as Resto Yountville, Inc., a Delaware corporation having a place of business at 15 Koch Road, Suite J, Corte Madera, California 94925 ("*Assignee*") (each a "*Party*", and collectively, the "*Parties*").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (the "*Trademarks*"), and to the goodwill and reputation of the business connected with and symbolized by the Trademarks;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 22, 2013 (the "*Purchase Agreement*") among Assignor, Assignee, Michael Polenske, an individual, and Coradale, LLC, a California limited liability company (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignee agreed to purchase the Business from Assignor, including all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks; and

WHEREAS, this Assignment is entered into and delivered pursuant to the terms of Section 3.2(b)(i) of the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment**. Effective upon the Closing, Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest throughout the world in and to the Trademarks, together with (a) all national, foreign and state registrations and applications; (b) any and all common law rights related thereto; (c) and any and all goodwill associated therewith; and (d) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions). Upon the Closing, Assignor will immediately discontinue use of the Trademarks throughout the world in all forms and media. Further, Assignor will not register or use any trademark that is confusingly similar to the Trademarks, throughout the world in all forms and in any media that is manufactured by or on behalf of Assignor. Assignor retains no rights to use the Trademarks and agrees not to challenge the validity of the Trademarks or Assignee's ownership of the Trademarks.

2. **Further Assurances**. Assignor shall, at the cost and expense of Assignee, cooperate and take all actions and execute all documents necessary or appropriate, in the opinion of Assignee, to convey, establish, record, perfect, evidence, maintain, defend, and enforce Assignee's Rights in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.


3. No Conflict. Nothing contained in this Assignment will be deemed to alter or amend the terms and provisions of the Purchase Agreement and in the event of any conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement are deemed to govern and be controlling in all circumstances. This Assignment is signed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof and binds and inures to the benefit of the parties thereto and their respective successors and assigns.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

MA(I)SONRY NAPA VALLEY, LLC, a California limited liability company

By: 
Name: Michael Polenske
Title: President

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2014, before me, the undersigned notary public in and for said County and State, personally appeared _____,

_____ personally known to me [or]
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ executed the same in _____ authorized capacity(ies) and that, by _____ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal. _____

My commission expires on

ASSIGNEE:

RH YOUNTVILLE, INC., a Delaware corporation

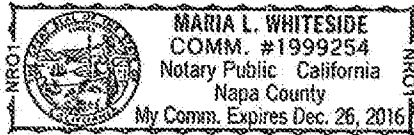
By: _____
Name:
Title:

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On this January 30, 2014, before me, MARIA L. WHITESIDE, a Notary Public, personally appeared MICHAEL POLENSKE who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Maria L. Whiteside

Notary Public

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

MA(D)SONRY NAPA VALLEY, LLC, a California limited liability company

By: _____
Name: Michael Polenske
Title: President

STATE OF California)
) ss.
COUNTY OF Marin)

On January 31, 2014, before me, the undersigned notary public in and for said County and State, personally appeared Karen Spore

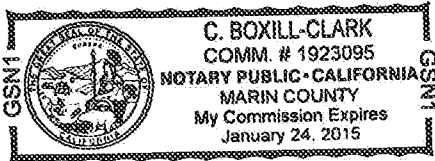
_____ personally known to me [or] _____
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies) and that, by her signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

[Signature]

My commission expires on January 24, 2015



ASSIGNEE:

RH YOUNTVILLE, INC., a Delaware corporation

By: [Signature]
Name: Karen Spore
Title: CEO

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Registration Date</u>
MA(I)SONRY	USA	3588590	77371341	January 14, 2008	March 10, 2009