

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303148

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: DELAWARE
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: 7			
Property Type	Number	Word Mark	
Registration Number:	1838061	DOMAINE BRETON	
Registration Number:	1846911	GUENOC	
Registration Number:	1883855	LANGTRY	
Registration Number:	3454755	LANGTRY	
Registration Number:	2466422	SERPENTINE MEADOW	
Registration Number:	2079888	TEPHRA RIDGE VINEYARD	
Registration Number:	2633229	VICTORIAN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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 SIGNED:	04/30/2014		
Total Attachments: 7			

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TRADEMARK

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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]

CONTRIBUTION AGREEMENT

between

WILLIAM P. FOLEY, II AND CAROL J. FOLEY,

HUSBAND AND WIFE

GUENOC WINERY, INC.,
A DELAWARE CORPORATION

and

LANGTRY VINEYARD & WINERY, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

DATED AS OF NOVEMBER 16, 2012

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT is made and entered into as of November 16, 2012 (the "Effective Date"), by and among GUENOC WINERY, INC., a Delaware corporation ("Guenoc"), WILLIAM P. FOLEY, II AND CAROL J. FOLEY, as husband and wife (collectively "Foley"), and LANGTRY VINEYARD & WINERY, LLC, a Delaware limited liability company (the "Company").

Recitals of Fact

Guenoc owns and operates a vineyard and winery business, which includes approximately 500 acres of land planted to approximately 236 acres of vineyard and a fully functioning winery, all located at 21000 Butts Canyon Road in Middletown, Lake County, California, along with the machinery, equipment, cooperage, wine inventory, furnishings, brand and intellectual property, and other tangible and intangible personal property used in connection with its winery business, including without limitation the "Langtry" and "Guenoc" wine brand labels (altogether, the "Business").

Guenoc, Foley, and the Company wish to engage in a transaction pursuant to the terms of this Agreement whereby Foley will acquire a portion of the Business from Guenoc. Upon the terms and subject to the conditions of this Agreement, on the Effective Date Guenoc will contribute the Business and the assets and certain liabilities associated therewith to the Company in exchange for One Hundred Percent (100%) of the outstanding membership interests in the Company. Immediately thereafter, Foley shall purchase from Guenoc and Guenoc shall sell to Foley Sixty-Seven Percent (67%) of the outstanding membership interests in the Company in consideration for the payment to Guenoc in cash of

Immediately following such purchase, Guenoc's equity interest in the Company will be reduced to Thirty Three Percent (33%). Concurrently with the foregoing contributions, the parties will amend and restate the Company's Operating Agreement and the parties will enter into or assign other supporting agreements as described below.

NOW THEREFORE, incorporating the Recitals of Fact, and in consideration of the mutual covenants and considerations set forth in this Contribution Agreement, and the exhibits and attachments hereto (altogether, the "Agreement"), the parties hereby agree to enter into this Agreement upon the terms and subject to the conditions set forth herein.

ARTICLE I

CONTRIBUTIONS

1.1 Guenoc Contribution of Assets. On the terms and subject to the conditions of this Agreement, on the Effective Date Guenoc agrees to assign, transfer, and deliver to the Company, as a contribution to the capital of the Company, all rights, property and assets of every kind, character and description, whether tangible or intangible, whether real, personal or mixed, whether accrued, contingent or otherwise, of Guenoc which are owned by Guenoc and used by Guenoc in connection with the Business, wherever located, other than the Excluded Assets (as

defined below) (collectively, the “Contributed Assets”). The Contributed Assets shall include, without limitation, the following:

(a) That certain real property of approximately 500 acres located in Middletown, Lake County, California with Assessor’s Parcel Numbers 014-310-081, 014-320-061, and 014-330-081 (altogether, “Parcel A”) and 014-310-061 (“Parcel B”), all as more particularly described in the attached Exhibit A (collectively, the “Land”);

(b) All improvements, buildings (including but not limited to the winery building and storage facilities, residences, and barns), access roads, crush pads, septic systems, fire suppression systems, leach lines, parking areas, structures, vines, rootstock, growing crops (including the 2012 grape harvest), seeds, stakes, trellising, posts, fencing, wells, well pumps, irrigation and frost control facilities, fuel and water tanks, tanks, fixtures, landscaping, and other improvements and fixtures placed, constructed or installed on or affixed to the Land (collectively, the “Improvements”);

(c) All easements, rights of way, privileges, water rights, mineral rights, transferable licenses, appurtenances and other rights and benefits of Guenoc belonging to or in any way related to the Land; including without limitation all rights associated with the water supply (the “Appurtenant Rights”);

(d) All transferable or assignable permits, licenses or other governmental approvals issued to Guenoc which relate to any portion of the Business or the Contributed Assets, including without limitation all certificate(s) of occupancy, winery, farming and use permits, use permit applications, building or equipment permits, consents, authorizations, variances, waivers, certificates and approvals from any governmental or quasi-governmental authority with respect to the Business (collectively, the “Approvals”);

(e) All architectural, mechanical, engineering, as-built and other plans, specifications and drawings in Guenoc’s possession or control (the “Property Plans”), all surveys (including any ALTA survey) and all soil, viticultural, environmental, water, engineering, archeological, historical, production or other reports or studies in Guenoc’s possession or control (the “Reports”), and all transferable or assignable warranties, representations, guaranties, contract rights and miscellaneous rights (the “Warranties”) relating to the ownership, development, use and operation of the Business or the Contributed Assets;

(f) All copies of financial and accounting records relating to the Contributed Assets, computer software and documents, books, supplier, copies of customer and client records, work orders, equipment logs, operating guides and manuals, drawings, electronic art, database information, program and process documentation owned by Guenoc and related to the Business (“Records”);

(g) All farming, office, laboratory and winemaking equipment, computers, furnishings, fixtures, spare parts, motorized vehicles, tools, trailers, pumps, tanks, supplies, seeds, tasting room supplies, marketing and point-of-sale materials, all bottled and bulk wine inventories, furnishings, grapes, raw materials, finished goods, work-in-process, wine barrels, racks, repair parts, labels, corks, capsules, foils and bottles owned by Guenoc with respect to or

for use in connection with the operations of the Business (collectively, the “**Personal Property**”). The minimum bulk and cased goods inventory to be contributed by Guenoc on the Effective Date shall be as set forth in Exhibit B attached hereto;

(h) All domestic and foreign patents, licenses, registered and unregistered trademarks, trade names, service marks, copyrights, domain names, websites, social media accounts, proprietary computer software, industrial designs, government approvals, permits and authorizations (and applications for any of the foregoing), fictitious business name statements, and all designs, patterns, drawings, technology, technical know-how, trade secrets, direct sales programs, customer lists and mailing lists and wine club membership lists, inventions, processes, specifications, formulas, ideas, work product, work-in-process, confidential information and other similar intangible assets, owned, held, or used by Guenoc in connection with the Business, including, without limitation, all rights of Guenoc in respect of the name “Langtry” and “Guenoc” as well as all of the goodwill associated with the Business and the Contributed Assets (collectively, the “**Intellectual Property**”). A list of the trademarks, assumed business names and domain names is set forth on Exhibit C;

(i) At Foley’s option, such grape purchase, distributor, broker, supplier, service, maintenance, management and other contracts, leases and agreements related to the operation and management of the Business, as well as any rights arising under or related to those contracts, as set forth on Exhibit D (the “**Contracts**”); and

(j) All prepaid assets and prepaid expenses in connection with the Business (“**Prepaid Assets**”).


The Land, Appurtenant Rights and Improvements are collectively referred to herein as the “**Real Property**,” which Real Property shall be the Real Property described in Exhibit A and listed and described in the Disclosure Schedule (as hereinafter defined) pursuant to Section 5.5 – Real Property.

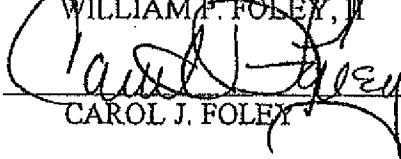
1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Contributed Assets shall not include, and Guenoc shall retain full ownership and control over (i) Guenoc’s cash balances, trade receivables and accounts receivables and any other right to receive payment from any person held by Guenoc as of the Effective Date in respect of products or services provided by Guenoc prior to the Effective Date, (ii) Guenoc’s taxpayer and other identification numbers, seals, minute books, and other documents relating to the organization, maintenance, and existence of Guenoc, (iii) any receivable owed by an affiliate of Guenoc, (iv) certain other assets set forth on Schedule 1 – Excluded Assets, and (v) any of the rights of Guenoc under this Agreement (the “**Excluded Assets**”).

1.3 Contribution of Liabilities. The Company hereby assumes and agrees to pay, perform and discharge, to the extent not theretofore performed, paid or discharged, (i) all liabilities and/or obligations of Guenoc arising after the Effective Date under any and all Contracts assigned to and accepted by the Company on Schedule 1.3, and (ii) all liabilities to customers relating to delivery of wine pre-sold on a futures basis to the extent the Company is entitled to all cash and receivables relating to such pre-sold wine (altogether, the “**Assumed Liabilities**”). The Company does not assume nor shall it be liable for any other obligation or liability of Guenoc

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

FOLEY:




WILLIAM P. FOLEY, II


CAROL J. FOLEY

COMPANY:

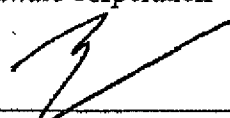
LANGTRY VINEYARD & WINERY, LLC
a Delaware limited liability company

By: 

Name: William P. Foley, II
Title: Chairman, CEO and President

GUENOC:

GUENOC WINERY, INC.,
a Delaware corporation


By: 

Name: Easton Manson
Title: President

The undersigned hereby acknowledges and agrees to be bound solely by the obligations set forth in Section 8.3 of this Agreement.

LANGTRY FARMS

LANGTRY FARMS, LLC,
a Delaware limited liability company

By: 

Name: Easton Manson
Title: Manager

[CONTRIBUTION AGREEMENT]