

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F. KORBEL AND BROS.		05/21/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PERNOD RICARD USA, LLC		
Street Address:	250 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10177		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2231527	KENWOOD	
Registration Number:	2075213	YULUPA	
Registration Number:	2633177	SONOMA COUNTY IN A GLASS	
CORRESPONDENCE DATA			
Fax Number:	2156892410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-979-1282		
Email:	Lfgould@duanemorris.com		
Correspondent Name:	Lewis F. Gould, Jr.		
Address Line 1:	30 South 17th street		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E5487-00079		
NAME OF SUBMITTER:	Lewis F. Gould, Jr.		
SIGNATURE:	/lfg/		
DATE SIGNED:	05/27/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 21, 2014 (the "Effective Date"), is entered into by F. Korbel & Bros., a California corporation ("Seller"), and Pernod Ricard USA, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller is the owner of the entire right, title and interest in, to and under those trademarks shown in Schedule A in such territories for the goods covered by such registrations, together with the associated goodwill and all common law and related rights thereto (collectively, the "Assigned Marks"); and

WHEREAS, Buyer and Seller and any other parties thereto entered into an Asset Purchase Agreement, dated as of April 23, 2014 (the "Purchase Agreement"), pursuant to which, among other things, Seller agreed to sell, transfer, assign, convey and deliver to Buyer all of Seller's right, title and interest in and to the Assigned Marks, and Buyer agreed to assume certain obligations in respect of the Assigned Marks.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and conveys to Buyer its entire right, title and interest in and to the Assigned Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and any common law trademark rights related thereto, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with the goodwill symbolized by such Assigned Marks, and with the right to sue and collect damages and/or profits for past infringements of said Assigned Marks.

2. **Assumption**. As of the date hereof, Buyer assumes full responsibility for and Seller is relieved of all obligations relating to the Assigned Marks arising with respect to the period after the Effective Date, including, but not limited to, all costs, taxes and fees that accrue with respect to the period after the Effective Date for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations or domain name registrations for the Assigned Marks. Nothing contained in this Assignment shall give Buyer any rights in or to any trademarks, service marks, or trade dress not specifically conveyed under this Assignment.

3. **Further Assurances**. Seller will from time to time, at the request of Buyer, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Buyer may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Buyer good and marketable title to the Assigned Marks.

4. **Terms of the Purchase Agreement**. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities

contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

5. Conflicts. In the event of a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

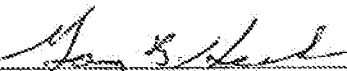
6. Counterparts. This Agreement may be signed by the parties in different counterparts and the signature pages combined to create a document binding on all parties.

7. GOVERNING LAW. EXCEPT AS TO MATTERS CONTROLLED OR PRE-EMPTED BY FEDERAL LAW, ANY AND ALL CLAIMS OR CONTROVERSIES, INCLUDING TORT CLAIMS OR OTHERWISE, ARISING OUT OF OR RELATING TO PARTIES RIGHTS AND RESPONSIBILITIES UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

F. KORBEL & BROS.

By: 
Gary B. Heck
President

PERNOD RICARD USA, LLC


By: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

F. KORBEL & BROS.

By: _____
Gary B. Heck
President

FERNOD RICARD USA, LLC

By:  _____
Bryan Fry
President and CEO

SCHEDULE A

<i>Assigned Mark</i>	<i>Territory</i>	<i>Registration No.</i>	<i>Goods and Services</i>
KENWOOD (word mark)	U.S.	2,231,527	Wine
	Canada	TMA843674	Wine
	South Korea	40- 0887132	Alcoholic beverages (except beer)
YULUPA (word mark)	U.S.	2,075,213	Wine
SONOMA COUNTY IN A GLASS (word mark)	U.S.	2,633,177	Wines