

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324349

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alderbrook Winery, LLC | | 03/31/2014 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Rutherford Hill Winery | | |
| Street Address: | P.O. Box 427 | | |
| City: | Rutherford | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94573 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1927749 | ALDERBROOK | |
| Registration Number: | 2171755 | OVOC | |
| Registration Number: | 2203012 | TREDICI | |
| Registration Number: | 2235161 | ALCALDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129847700 | | |
| <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: | 312.372.2000 | | |
| Email: | ipdocketmwe@mwe.com | | |
| Correspondent Name: | Daniel N. Christus | | |
| Address Line 1: | McDermott Will & Emery LLP | | |
| Address Line 2: | 227 W. Monroe Street, Suite 4400 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-5096 | | |
| ATTORNEY DOCKET NUMBER: | 79159-012 DNC/CMV | | |
| NAME OF SUBMITTER: | Daniel N. Christus | | |
| SIGNATURE: | /Daniel N. Christus/ | | |
| DATE SIGNED: | 11/25/2014 | | |
| Total Attachments: 3 | | | |

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of March 31, 2014 and is between Alderbrook Winery, LLC, a California limited liability company (the "Assignor") and Rutherford Hill Winery, a California corporation (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and between the Assignor and the Assignee (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

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

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. With respect to any registered Marks, the Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. The Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the

Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.


6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

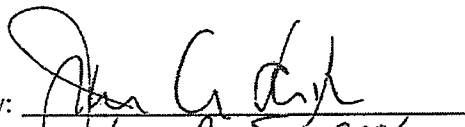
ASSIGNOR:

Alderbrook Winery, LLC

By: 
Name: William A. Terlato
Title: MANAGER

ASSIGNEE:

Rutherford Hill Winery

By: 
Name: Norm A. Scribner
Title: SR. Vice President

Schedule A

Trademarks

| Country | Reg / Serial # | Mark | Goods/Services | Registration Date | Date of First Use | Status |
|-----------------------|-------------------------|------------|---|-------------------|-------------------|---------------------------------------|
| United States | 1,927,749 74/569,507 | ALDERBROOK | Class 33: Wine | October 17, 1995 | August 25, 1982 | Next Renewal Due October 17, 2015 |
| United States | 2,171,755 75/146,272 | OVOC | Class 33: Wine | July 7, 1998 | August 12, 1997 | Next Renewal Due July 7, 2018 |
| United States | 2,203,012 75/416,959 | TREDICI | Class 33: Wine | November 10, 1998 | February 3, 1998 | Cancelled |
| United States | 2,235,161 75/295,475 | ALCALDE | Class 33: Wine | March 23, 1999 | June 17, 1998 | Cancelled |
| Australia | 1120563 | ALDERBROOK | Class 33: Wine | April 10, 2007 | N/A | Next Renewal Due June 23, 2016 |
| New Zealand | 750141 | ALDERBROOK | Class 33: Wine; wine based beverages | January 4, 2007 | N/A | Next Renewal Due June 23, 2016 |
| European Community | 5157037 | ALDERBROOK | Class 32: Beers, mineral and aerated waters and other non- alcoholic drinks; non- alcoholic wines; fruit drinks and juices Class 33: Alcoholic beverages other than beers; wines, spirits and liqueurs | June 14, 2007 | N/A | Next Renewal Due June 23, 2016 |
| Canada | TMA750247 1309725 | ALDERBROOK | Class 33: Wines | October 14, 2009 | N/A | Next Renewal Due October 14, 2024 |
| China | 6046498 | ALDERBROOK | Class 33: Wine | December 21, 2009 | N/A | Next Renewal Due December 20, 2019 |

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