

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles Creek Vintners, Inc.		11/14/2014	CORPORATION: 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	
Registration Number:	2160783	CHARLES CREEK	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7170		
Email:	TRADEMARKS@ROPESGRAY.COM		
Correspondent Name:	Emilia F. Cannella, Ropes & Gray LLP		
Address Line 1:	Prudential Tower		
Address Line 2:	800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	BWIM-TIP		
NAME OF SUBMITTER:	Emilia F. Cannella		
SIGNATURE:	/Emilia F. Cannella/		
DATE SIGNED:	12/02/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of November 14th 2014 (the "Effective Date") is by and between Charles Creek Vintners, Inc., a California incorporated association with its principal place of business at 2600 Morningside Mountain Drive, Glen Ellen, California 95442, with its mailing address at 19201 Highway 12, #402, Sonoma, California 95476 ("Assignor"), and Bronco Wine Company, a California corporation with its principal place of business at 6342 Bystrum Road, Ceres, California 95307 ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of the Effective Date (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the Charles Creek Assets, as more fully described in the Asset Purchase Agreement, on the terms and subject to the conditions set forth in the Asset Purchase Agreement, which Charles Creek Assets include, without limitation, the certain trademarks set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the parties hereto desire to effect the consummation of the sale, assignment, transfer, delivery and conveyance to the Assignee of the Trademarks.

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

1. **Definitions.** Capitalized terms used but not defined herein have the meanings set forth in the Asset Purchase Agreement.
2. **Transfer of Rights in Trademarks.** Assignor hereby sells, assigns, transfers delivers, and conveys to Assignee, as of the Effective date, all of Assignor's right, title and interest in and to the Trademarks pursuant to the terms of the Asset Purchase Agreement.
3. **Further Assurances.** Assignor will execute all documents, instruments or conveyances of any kind and, at Assignee's expense, take all appropriate actions which may be reasonably necessary or advisable to carry out any of the provisions hereof.
4. **Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflicts of law provision or rule thereof.
5. **Severability.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or further law, and if the rights and obligations of Assignor or Assignee under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never compromised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be

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affected by the illegal, invalid or unenforceable provision or by its severance here from, and (d) in lieu of such illegal, invalid or unenforceable provisions, there will be added automatically as part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute but one and the same instrument. The facsimile signature of any party to this Assignment or a PDF copy of the signature of a party to this Assignment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

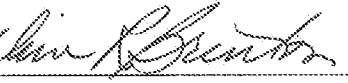
7. **Entire Agreement.** This Assignment, together with the Asset Purchase Agreement, embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment under seal as of the date first set forth above.

ASSIGNOR:


CHARLES CREEK VINTNERS, INC.

By: 
William W. Brinton
Chief Executive Officer

By: 
Geraldine R. Brinton
Secretary and Chief Financial Officer

ASSIGNEE:

BRONCO WINE COMPANY

By: 
Name: Fred T. Franzia
Title: CEO and COB

SCHEDULE A

Mark	Reg. No.
CHARLES CREEK	U.S. Reg. No. 2,160,783

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