

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359168

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Vineyard Holdings, LLC		09/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JRV, LLC		
<b>Street Address:</b>	One Kirkland Ranch Rd.		
<b>City:</b>	American Canyon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94503		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86192181	WINE GROWLerville	
<b>Serial Number:</b>	86192177	WINE GROWLerville	
<b>Serial Number:</b>	86192171	WINE GROWLerville	
<b>Serial Number:</b>	86706492	ANDALUSIAN	
<b>Serial Number:</b>	86706489	BROTHER DURAN	
<b>Serial Number:</b>	86706485	LIGHT HORSE	
<b>Serial Number:</b>	86475575	FOUR REINS	
<b>Serial Number:</b>	86435952	STRONGBOX	
<b>Serial Number:</b>	86156812		
<b>Serial Number:</b>	86146149	FALABELLA	
<b>Serial Number:</b>	86144563		
<b>Serial Number:</b>	85948100	FOUR IN HAND	
<b>Serial Number:</b>	85939547	J	
<b>Serial Number:</b>	85284724	WHIPLASH	
<b>Serial Number:</b>	85132434	GRAND GATE CLUB	
<b>Serial Number:</b>	85062707	VALLEY GATE VINEYARDS	
<b>Serial Number:</b>	85062704	VALLEY GATE VINEYARDS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 4159831200

***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.***

**Phone:** 415-983-1274

**Email:** rburlingame@pillsburylaw.com

**Correspondent Name:** Robert B. Burlingame

**Address Line 1:** P.O. Box 2824

**Address Line 2:** Calendar/Docketing Department

**Address Line 4:** San Francisco, CALIFORNIA 94126-2824

<b>ATTORNEY DOCKET NUMBER:</b>	038620-0000003
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<b>NAME OF SUBMITTER:</b>	Robert B. Burlingame
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<b>SIGNATURE:</b>	/Robert B. Burlingame/
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<b>DATE SIGNED:</b>	10/19/2015
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**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed as of the 17th day of September, 2015 (the "Effective Date"), by and between Madison Vineyard Holdings, LLC, a Delaware limited liability company ("Assignor"), and JRV, LLC, a California limited liability company ("Assignee").

### RECITALS

A. Reference is made to that certain Asset Purchase Agreement by and between Assignee and Bernard Orsi, an individual, as Buyer, and Assignor, as Seller, dated as of September 17, 2015 (the "Asset Purchase Agreement"). Pursuant to the Asset Purchase Agreement, Buyer agreed to purchase from Seller, and Seller agreed to sell to Buyer, the Acquired Assets (as such term, and all other capitalized terms used but not defined herein, is defined in the Asset Purchase Agreement).

B. In connection with the sale of the Acquired Assets to Assignee, Assignor desires to assign to Assignee all of Assignor's interest in all registered and unregistered trademarks, domain names, wine brands and any related brands, trade names, websites, trade dress, service marks, label designs, patterns, copyrights, drawings, technology, technical know-how, trade secrets, direct sales programs, customer lists, mailing lists and wine club membership lists, inventions, processes, specifications, formulas, ideas, work product, work-in-process, any software related to the sales or production functions, confidential information and other similar intangible assets, owned, held, or used by Seller in connection with the Business (collectively, the "Intellectual Property"). The Intellectual Property shall include, without limitation, that which is set forth on Schedule I, attached hereto and made a part hereof.

IN CONSIDERATION of and incorporating the foregoing Recitals, and for other good and valuable consideration, the parties hereto agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Intellectual Property free of all liens and monetary encumbrances, the goodwill of the Business connected with the use of and symbolized by the Intellectual Property, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Intellectual Property or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor. Notwithstanding the foregoing, there is hereby excluded from this assignment any Intellectual Property which is an Excluded Asset under Section 1.7 of the Asset Purchase Agreement.

2. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees and defense costs.

3. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

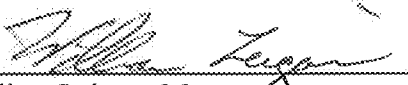
6. In case of contradiction between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail. All other terms and conditions not provided for herein shall be controlled by the Asset Purchase Agreement.

*(Signature pages follow)*

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

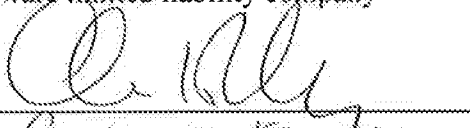
**ASSIGNEE:**

JRV, LLC,  
a California limited liability company

By:   
William Leigon, Manager

**ASSIGNOR:**

MADISON VINEYARD HOLDINGS, LLC,  
a Delaware limited liability company

By:   
Name: Christopher Kennedy  
Its: Authorized Person

SCHEDULE 1 TO INTELLECTUAL PROPERTY ASSIGNMENT

LIST OF INTELLECTUAL PROPERTY

Registered Trademarks:

Design Trademarks with Reg. Nos. 4709311 (Registered March 24, 2015), 4709253 (Registered March 24, 2015) and 4621990 (Registered October 14, 2014)

Whiplash – Reg. No. 4081375 (Registered January 3, 2012)  
Grand Gate Club – Reg. No. 3965469 (Registered May 24, 2011)  
Valley Gate Vineyards – Reg. No. 3913647 (Registered February 1, 2011)  
Valley Gate Vineyards – Reg. No. 3913746 (Registered February 1, 2011)

Other Marks:

Andalusian  
Brother Duran  
Light Horse  
Wine Growlerville  
Light Horse  
Napa Comfort Food: Wood-Fired, Wine-Friendly  
Four Reins  
Strongbox  
Jamieson Ranch Growler Station  
Falabella  
GRV  
Jamieson Ranch Vineyards Four in Hand  
Four in Hand  
Jamieson Ranch Vineyards  
Jamicson Canyon Ranch Vineyards  
Lariat  
Riata  
Reata  
Gateway Club

Domain Names:

www.jamiesonranchvineyards.com  
www.jamiesonranch.com