

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carter Vineyard, LLC		10/15/2015	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	K&KW, LLC		
Street Address:	236 N Kutch		
City:	Carlton		
State/Country:	OREGON		
Postal Code:	97111		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78302011	CARTER VINEYARD	
CORRESPONDENCE DATA			
Fax Number:	5038527111		
<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:	503-852-7070		
Email:	info@kenwrightcellars.com		
Correspondent Name:	K&KW, LLC		
Address Line 1:	PO Box 190		
Address Line 4:	Carlton, OREGON 97111		
NAME OF SUBMITTER:	Ken Wright		
SIGNATURE:	/KenWright/		
DATE SIGNED:	11/06/2015		
Total Attachments: 3			
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OP \$40.00 78302011

EXHIBIT A
LIST OF TRADEMARKS

MARK	DATE FILED	SERIAL NO.	DATE REGISTERED	REGISTRATION NUMBER	STATUS
CARTER VINEYARD	September 18, 2003	78302011	June 17, 2008	3449386	Registered Trademark

Exhibit A - TRADEMARK ASSIGNMENT
1045808_2

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 19 day of OCTOBER 2015 (the "Effective Date"), by and between **Carter Vineyard, L.L.C.**, an Oregon limited liability company ("Assignor") whose address is 25 NW 23rd Place, Ste. 6, Portland, Oregon 97210 and **K&KW, LLC**, an Oregon limited liability company ("Assignee") whose address is 236 N. Kutch Street, Carlton, Oregon 97111.

WHEREAS, Assignee and Assignor are parties to a Sale Agreement and Receipt for Earnest Money, dated September __, 2015 (the "Transfer Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademark listed on **Exhibit A** attached hereto (the "Mark"), and the goodwill of the business symbolized by the Mark, on the terms and conditions set forth in the Transfer Agreement; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants and otherwise conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Mark, including any rights therein arising under common law, and which includes the use of Mark alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Mark and all claims and causes of action relating to infringement of the Mark, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

Assignee acknowledges and accepts it is taking title to the Mark subject to rights of other parties as memorialized in a July 3, 2007, letter agreement between Assignor and Mark and Christie Carter, and a June 14, 2010, Settlement Agreement and Trademark License Agreement between Assignor and South Coast Winery, Inc.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Mark to Assignee.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT, THE ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF THIS ASSIGNMENT.

NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT. EACH PARTY'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE) TO THE OTHER PARTY MAY NOT EXCEED THE TOTAL AMOUNT PAID BY THE ASSIGNEE TO THE ASSIGNOR. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF ANY

EXPRESS WARRANTY SET FORTH IN THIS ASSIGNMENT FAILS IN ITS ESSENTIAL PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

Carter Vineyard, L.L.C.

By: *Jack Carter* 10/14/2015
JACK CARTER Dated
Its Member

By: *Kathleen Carter* 10/14/2015
KATHLEEN CARTER Dated
Its Member

ASSIGNEE:

K&KW, LLC

By: *[Signature]* 10-15-2015
Ken Wright, Member Dated