

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372449

<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>
Chehalem Mountain Vineyards, LLC		09/04/2015	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Capra Company, LLC		
<b>Street Address:</b>	P.O. Box 2340		
<b>City:</b>	Windsor		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95492		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3779880	CHEHALEM MOUNTAIN VINEYARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157056383		
<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>			
<b>Phone:</b>	415-705-6377		
<b>Email:</b>	tmdocketing@dergnoah.com, bfriedman@dergnoah.com		
<b>Correspondent Name:</b>	Barbara L. Friedman		
<b>Address Line 1:</b>	Three Embarcadero Center, Suite 410		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	67835.03		
<b>NAME OF SUBMITTER:</b>	Barbara L. Friedman		
<b>SIGNATURE:</b>	/Barbara L. Friedman/		
<b>DATE SIGNED:</b>	02/08/2016		
<b>Total Attachments: 3</b>			
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## SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (this "Assignment") is made and entered into as of September 4, 2015 (the "Effective Date"), by and between CHEHALEM MOUNTAIN VINEYARDS, LLC, an Oregon limited liability company, with an address of P.O. Box 1206, Newberg, OR 97132 ("Assignor"), and THE CAPRA COMPANY, LLC, a California limited liability company, with an address of P.O. Box 2340, Windsor, CA 95492 ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

### RECITALS

A. Assignor is the owner of, the registered trademark CHEHALEM MOUNTAIN VINEYARD, U.S. Registration No. 3,779,880 in International Class 044 (the "Service Mark").

B. Pursuant to this Assignment, Assignor agrees to assign its ownership of the Service Mark to Assignee, and the Parties now wish to memorialize their agreement hereby.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interest in and to the Service Mark as part of the entire business or portion thereof to which the Service Mark pertains as required by Section 10 of the Trademarks Act (15 USC § 1060), including, without limitation, the goodwill of the Assignor's business connected with the use of and symbolized by the Service Mark, all registration rights with respect to the Service Mark, free of all liens and monetary encumbrances, 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 the Service Mark or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants that:

2.1 Organization, Standing, Authority, and Consents. Assignor has all necessary power and authority to own, use, and transfer the Service Mark, to execute and deliver this Assignment, and to comply with the provisions hereof and to consummate the transactions contemplated hereby. Assignor has the right, power, legal capacity, and authority to enter into, and perform its obligations under, this Assignment, and no approvals or consents of any persons other than Assignor are necessary in connection with it.

2.2 Title to Assets. Assignor is the legal and beneficial owner of all rights, title and interest in and to the Service Mark and has good and marketable title thereto. The Service Mark is free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, encumbrances, equities, claims, or restrictions, except for that certain Trademark Coexistence Agreement entered into by and between Assignor and Chehalem, Inc., an Oregon corporation, dated December 16, 2009.

2.3 Infringement. Assignor has no actual knowledge that the Service Mark infringes any valid right of any third party.

3. Successors and Assigns. 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. Miscellaneous. 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. 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. This Assignment shall be governed by the laws of the State of Oregon, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Oregon.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

CHEHALEM MOUNTAIN VINEYARDS, LLC – SERVICE MARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

CHEHALEM MOUNTAIN VINEYARDS, LLC

By: George Hillberry 9-4-2015  
Name: George Hillberry  
Its: member

**ASSIGNEE:**

THE CAPRA COMPANY LLC,  
a California limited liability company

By: Drew Jordan  
Name: Drew Jordan  
Title: Manager

CHEHALEM MOUNTAIN VINEYARDS, LLC – SERVICE MARK ASSIGNMENT