

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saitone Ranch		06/24/2016	General Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pebble Ridge Vineyards & Wine Estates, LLC		
Street Address:	Wing Road, RR1, Box 167D		
City:	Millbrook		
State/Country:	NEW YORK		
Postal Code:	12545		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2132667	SAITONE RANCH	
CORRESPONDENCE DATA			
Fax Number:	4155760200		
<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:	4155760200		
Email:	tadmin@kilpatricktownsend.com		
Correspondent Name:	Margaret C. McHugh		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Margaret C. McHugh		
SIGNATURE:	/margaret c mchugh/		
DATE SIGNED:	01/12/2017		
Total Attachments: 5			
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OP \$40.00 2132667

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") dated as of June 24, 2016 (the "Effective Date"), is made by and between Saitone Ranch, a California general partnership ("Assignor"), and Pebble Ridge Vineyards & Wine Estates, LLC, a California limited liability company ("Assignee") (Assignor and Assignee, jointly, shall be referred to as the "Parties" and may be referred to individually as a "Party").

RECITALS

A. Assignor is the owner of the trademark "Saitone Ranch," United States Patent and Trademark Office Registration Number 2132667 (the "Mark").

B. John L. Scharer, an individual, and Victor J. Saitone, an individual, are the sole general partners in Assignor.

C. Pursuant to that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of April 20, 2016, between John L. Scharer, as trustee under that portion of the John L. and Victoria J. Scharer Trust Agreement dated 10/15/99, known and designated as the Exemption Trust thereof, and Victor James Saitone and Juanita D. Saitone, as trustees of the Victor James Saitone and Juanita D. Saitone Trust established by Trust Agreement dated March 16, 1993, as seller (collectively, "Sellers"), and Assignee, as buyer, agreed to (1) sell certain real property located in Sonoma County, California and known as Saitone Ranch (the "Real Property") and (2) cause Assignor to assign the Mark to Assignee.

D. Assignor will receive substantial direct and indirect benefits from Sellers' sale of the Real Property to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights, including all common law rights, in and to the Mark, together with all goodwill and all registrations and applications for registration of the foregoing, and including, but not limited to, the following: (a) the Mark and all issuances, extensions and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by the applicable laws of any jurisdiction, including all rights to apply for and maintain all registrations, renewals and/or extensions thereof; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby authorizes Assignee to record this

Assignment with the United States Patent and Trademark Office, and/or any other office as necessary

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

- (a) Assignor is the owner of and holds good and marketable title to the Mark.
- (b) The Mark has not been assigned or licensed to any third party and is not subject to any lien or encumbrance in favor of a third party.
- (c) There is no litigation or legal proceeding against Assignor, and no claim has been asserted against Assignor, in connection with the Mark.
- (d) Assignor is looking to Sellers for payment of any and all consideration for the assignment provided for herein, and Assignee shall have not responsibility or liability therefore. The assignment provided for herein shall be effective and not subject to revocation or rescission irrespective of whether payment therefor is made by Sellers to Assignor.

4. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in Section 2 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Mark and to defend and compromise any and all actions, suits and proceedings in respect of the Mark and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason. The appointment provided for in this Section is coupled with an interest and is irrevocable.

5. Covenants of Assignor. Assignor will not (a) file any trademark applications with the United States Patent and Trademark Office, or in any foreign country, for a Mark that includes the name "Saitone Ranch" or any trademark confusingly similar thereto, or (b) use or license a trademark that includes such name or an trademark confusingly similar thereto in any manner, including in connection with any business.

6. Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth in Section 4 hereof is insufficient to effect the assignment set forth in Section 2 hereof or effect any other purpose set forth in Section 4 hereof, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in Section 2 hereof and the purposes set forth in Section 4 hereof.

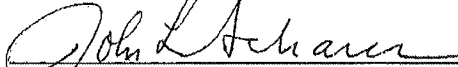
7. Counterparts. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may be executed by one or more of the parties, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties.

[Signatures appear on following page.]


IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first hereinabove written.

Assignor:

Saitone Ranch,
a California general partnership



John L. Scharer, an individual



Victor J. Saitone, an individual

Being all of the general partners in Saitone Ranch

Assignee accepts the foregoing assignment as of the year and date first set forth above:

Assignee:

Pebble Ridge Vineyards & Wine Estates, LLC,
a California limited liability company

By: Pebble Ridge Vineyards, Inc.,
a California corporation,
its Manager

By: _____
Name: John Dyson
Title: President

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first hereinabove written.

Assignor:

Saitone Ranch,
a California general partnership

John L. Scharer, an individual

Victor J. Saitone, an individual

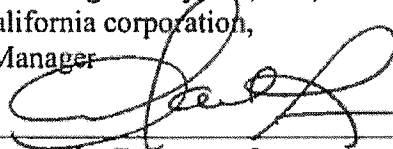
Being all of the general partners in Saitone Ranch

Assignee accepts the foregoing assignment as of the year and date first set forth above:

Assignee:

Pebble Ridge Vineyards & Wine Estates, LLC,
a California limited liability company

By: Pebble Ridge Vineyards, Inc.,
a California corporation,
its Manager

By: 
Name: John Dyson
Title: President