	and the second s				
Form PTO-1618A Expires 06/30/99 OMB 0651-0027	11-16-2000 U.S. Department of Commerce Patent and Trademark Office				
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	s: Please record the attached original document(s)-or copy(ies).				
Submission Type	Conveyance Type				
X New	X Assignment License				
Resubmission (Non-Recordation) Document ID#	Security Agreement Nunc Pro Tunc Assignment Effective Date				
Correction of PTO Error	Month Day Year Merger				
Reel# Frame#					
Corrective Document	Change of Name				
Reel# Frame#	Other				
Conveying Party	Mark if additional names of conveying parties attached				
	Execution Date				
Name Jackson, Jess S.	Month Day Year 08302000				
Formerly					
X Individual General Partnership	Limited Partnership Corporation Association				
Other	[6.1 6.5 cc.				
Citizenship/State of Incorporation/Organizat	ion				
Receiving Party	Mark if additional names of receiving parties attached				
Name Las Vinas de la Calina, SRL					
DBA/AKA/TA					
Composed of					
Address (line 1) 4 Norte 725					
Address (line 2)					
Address (line 3) Talca	Chile				
City	State/Country Zip Code				
Individual General Partnership	Limited Partnership x If document to be recorded is an				
Corporation Association	assignment and the receiving party is not domiciled in the United States, an				
x Other limited liability partnership	appointment of a domestic representative should be attached. (Designation must be				
Citizenship/State of Incorporation/Organization	a separate document from Assignment.) On Chile				
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FE: 481 40.00 OP					

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commission of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Form PTO-1618B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK				
Domestic Represent	tative Name and Address	a Party only				
Name	Enter for the first Receivin Robert L. Quail	g Party Only.				
Address (line 1)	Kendall-Jackson Wine Estates, Ltd.					
Address (line 2)	425 Aviation Blvd.					
Address (line 3)	Santa Rosa, CA 95403					
Address (line 4)						
Correspondent Nam	ne and Address Area Code and Telephone Number (4	115) 421-6500				
Name	Jeffrey A. O'Connell, Esq.					
Address (line 1)	Shartsis, Friese & Ginsburg LLP					
Address (line 2)	One Maritime Plaza, 18 th Floor					
Address (line 3)	San Francisco, CA 94111					
Address (line 4)						
Pages	Enter the total number of pages of the attached conveyar including any attachments	nce document # 2				
Enter either the Trac	cation Number(s) or Registration Number(s) demark Application Number or the Registration Number (DO NOT ENTER Application Number(s) 2292127	Mark if additional numbers attached BOTH numbers for the same property). egistration Number(s)				
Number of Propertie	es Enter the total number of properties involved #	1				
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$	40.00				
Method of Payment: Deposit Account (Enter for payment by depo	Enclosed X Deposit Account sit account or if additional fees can be charged to the account)					
	Deposit Account Number: # [Authorization to charge additional fees:	Yes No				
Statement and Signat		700				
To the best of m	by knowledge and belief, the foregoing information is true and correct and ament. Charges to deposit account are authorized, as indicated herein.	any attached copy is a true copy orf				
Barbara BAnke	Salva Rule	October 16, 2000				
Name of Person JAO\2166\024\1115247.01	n Signing Signature	Date Signed				

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

Applicant:	Las	Vinas de la Ca	alina, SRL)
Mark:	VIN	IA CALINA)
Registration	No.	2,292,127)

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Robert L. Quail whose postal address is Kendall-Jackson Wine Estates, Ltd., 425
Aviation Boulevard, Santa Rosa, California 95403, USA is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

LAS VINAS DE LA CALINA, SRL

By: ___

Name:

Title: Secretary

Date:

October 16, 2000

JAO\2166\024\1118514.01

ASSIGNMENT OF TRADEMARK ("Vina Calina")

This Assignment of Trademark is made effective as of August 30, 2000 by and between Jess S. Jackson ("Assignor") and Las Vinas de la Calina ("Assignee") with reference to the following facts:

- A. Assignor is the owner of the trademark VINA CALINA, Registration No. 2,292,127 (the "Mark").
- B. Assignor has recently sold all of his interest in Vinas de la Calina, the company which produces and markets the wine sold under the Mark and Assignee desires to obtain ownership of all rights to the mark for all commercial purposes, and all good will related thereto, whether such rights are based in common law or under federal or state statute, that Assignor may own or possess as of the date hereof.
- NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by Assignor, Assignor and Assignee agree as follows:
- Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Mark and for any and all commercial or business purposes, together with all good will of the business symbolized by the Mark and the Registration for the Mark. The foregoing Assignment of the Mark shall include without limitation: (a) the right to renew the registration of the Mark in the United States and in any foreign country (b) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Mark, and (c) the right to sue for and collect damages by reason of any past or future infringement or misuse of the Mark.
- 2. <u>Consideration</u>. This Assignment is made in conjunction with and as partial consideration for the purchase by Assignee of all of Assignor's interest in the Company known as Las Vinas de la Calina, SRL.
- 3. <u>Further Assurances</u>. Assignor hereby agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient, and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Mark, and to effect the Assignment and transfer to the Registration to Assignee.
- 4. <u>No Prior Transfers</u>. Assignor represents and warrants that it has not previously assigned to any third party any right, title or interest in or to the Mark or the associated goodwill. Assignor acknowledges that it shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Mark.
 - 5. <u>Discontinuance</u>. Assignor will immediately discontinue all use of the Mark.

- 6. Additional Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that: (A) Assignor has the right to execute, deliver and perform this Assignment and the power and authority to assign the Mark and the Registration; (b) this Assignment is a binding obligation of Assignor enforceable against Assignor in accordance with its terms; (c) Assignor possesses good and valid title to the mark and the goodwill being assigned to Assignee pursuant to this Assignment; and (d) Assignor is not aware of any claims, threatened claims or other challenges by any third parties which will impair or prevent the use of Mark by Assignee or otherwise relating to any claim if infringement, misappropriation of unfair competition concerning the use of the Mark.
- 7. <u>Absolute and Exclusive Assignment</u>. This Assignment is absolute, exclusive and irrevocable.
- 8. <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 9. <u>Governing Laws</u>. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California.
- 10. <u>Entire Agreement</u>. This Assignment contains the entire agreement to the parties and supersedes all prior or contemporaneous negotiations, correspondence, understandings, discussion, letters of intent, whether written or oral, between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, THIS Assignment has been duly executed by the parties hereto as of the date first above written.

ASSIGNOR;

JESS S. JACKSON

RECORDED: 10/30/2000

ASSIGNEE:

LAS VINAS DE LA CALINA, SRL.

Print Name: Barbara Banke

Title: Secretary