

12-13-2000

TRADEMARK



101548226

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

00-02-11

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____

Merger

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Jackson Family Farms, LLC**

09252000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other **Limited Liability Company**

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **Kendall-Jackson Wine Estates, Ltd.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **425 Aviation Boulevard**

Address (line 2) _____

Address (line 3) **Santa Rosa** **California** **95403**

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment)

12/12/2000 6TOM11 00000120 75905615

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 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.

TRADEMARK

Mail documents to be recorded with required cover sheet(s) information to

REEL: 002193 FRAME: 0312

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Susan C. Cagann

11-02-00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark is made on September 25, 2000 by and between Jackson Family Farms, LLC - formerly known as Artisans & Estates, LLC ("Assignor") and Kendall-Jackson Wine Estates, Ltd., a Delaware corporation ("Assignee") with reference to the following.

A. Assignor is the owner of the trademark "Artisans & Estates" (the "Mark"), two pending applications with the United States Patent and Trademark office, being application numbers 75/905615 and 75/906516 and domain name, and is also the registrant of a United States Registration for the Mark (Reg. No. 2047153) the "Registration".

B. 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:

1. 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 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 and the Application shall include without limitation (a) the right to register or renew the Mark in the United States and in any foreign country (b) all right, title and interest of Assignor in any pending registration applications for the Mark (c) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Mark, and (d) the right to sue for and collect damages by reason of any past or future infringement or misuse of the Mark.

2. Consideration. This assignment is made in conjunction with and as consideration for the payment of one dollar (\$ 1.00) by Assignee to Assignor.

3. Further Assurances. 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 of the Registration to Assignee.

4. No Prior Transfers. 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. Discontinuance. Assignor will immediately discontinue all use of the Mark except for the limited purpose of notifying customers and potential customers that Assignor is no

longer using the. Assignor agrees not to adopt or use any mark or name that is substantially similar to the Mark being assigned to Assignee.

6. Additional Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that (a) it 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 it in accordance with its terms; (c) it possesses good and valid title to the Mark and the goodwill being assigned to Assignee pursuant to this Assignment; and (d) it 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 of infringement, misappropriation or unfair competition concerning the use of the Mark.

7. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

8. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties and their respective successors and assigns.

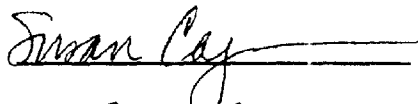
9. Governing Laws. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California.

10. Entire Agreement. 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.

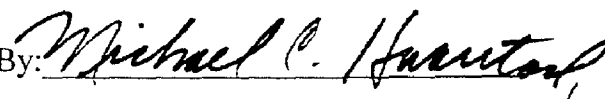
ASSIGNOR:

Jackson Family Farms, LLC

By: 
Print Name: Susan Cagann
Title: Secretary

ASSIGNEE:

KENDALL-JACKSON WINE ESTATES,
LTD.

By: 
Print Name: Michael C. Haarstad
Title: Senior Vice President