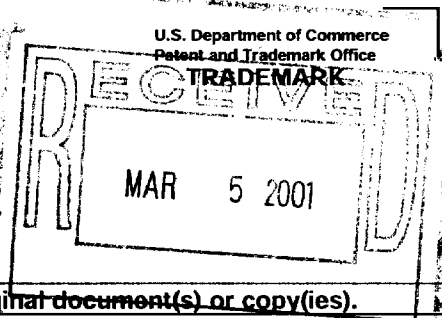


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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization

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**TRADEMARK**  
REEL: 002256 FRAME: 0384

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Michael K Bosworth  
Name of Person Signing

Michael K Bosworth  
Signature

28 Dec 2000  
Date Signed



*Premium Wines from the Santa Cruz Mountains Since 1933*

## **BARGETTO WINERY**

August 20, 1998

Jerry Lohr  
J. Lohr Winery  
1000 Lenzen Ave.  
San Jose, CA 95126

Dear Jerry,

I'm pleased that we were able to speak, albeit briefly, at the Monterey Wine Festival. I'm glad to see that there are still a few winery principals who attend that event.

As you know, since 1983, Bargetto Winery has been using the proprietary wine name "Cypress Chardonnay", and later formally applied for and received the trademark "Cypress Cabernet Sauvignon". In both cases these names have and continue to effectively differentiate these wines from our richer, longer aged Santa Cruz Mountains wines. We fully intend to continue producing these wines. In fact, the "Cypress Chardonnay" has been our best selling varietal wine in each of the last fifteen years. However, under certain conditions we are willing to stop using the names "Cypress" in association with our wines and are willing to forfeit the use of these names.

Over that last fifteen years Bargetto has sold approximately 100,000 cases of "Cypress" proprietary wines, and in the next five years I would forecast selling another 50,000 cases "Cypress" proprietary wines. As you can see the name "Cypress" has been an important part of Bargetto Winery sales. I imagine that J. Lohr sells still more under the "Cypress" brand.

I believe we both realize that there has been and continues to be confusion in the marketplace between our proprietary "Cypress" wines and your "Cypress" branded wines.

Here is my proposal to you, one that allows us to eliminate the marketplace confusion relating to "Cypress" and one that gives you full control of the "Cypress" name. It is a proposal that I hope will be direct and simple, avoiding lengthy negotiations and expensive attorney fees. (I know we both have more important things to do with our time).

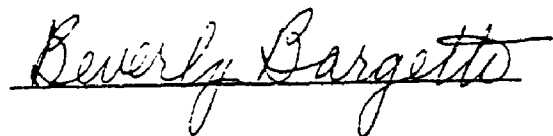
**BARGETTO WINERY'S PROPOSAL TO FORFEIT USE OF PROPRIETARY "CYPRESS" NAMES**

**EXHIBIT   A**

1. Effective September 1, 1998 Bargetto Winery will no longer label any wines with the name "Cypress" included in any way.
2. Effective September 2, 1998 Bargetto Winery will destroy all remaining labels with "Cypress" name part of any label.
3. Effective July 1, 1999 Bargetto Winery will no longer directly sell any wine with the name "Cypress" associated with it. (It is understood that some time will be required for Bargetto Winery's distributors to sell through remaining Bargetto "Cypress" wines.) Bargetto Winery will give physical proof by way of a winery inspection to J. Lohr representative that all remaining Bargetto "Cypress" wines have been sold.
4. As compensation for the above, J. Lohr Winery will pay Bargetto Winery a total of \$15,000 payable in two equal payments, September 1, 1998 and July 1, 1999.
5. As part of this agreement Bargetto Winery will assign to J. Lohr Winery the Bargetto "Cypress" trademark and all associated good will effective July 2, 1999.
6. Bargetto Winery will be responsible for Bargetto products. J. Lohr Winery will be responsible for J. Lohr products.

Jerry, I believe that this is a reasonable proposal and is good for both of our wineries. As a good will gesture I suggest that when the final payment is made we exchange a case of our very best wines. I will look forward to discussing this with you at your earliest convenience.

This document may serve as a contract for the above agreement



Beverly Bargetto  
Bargetto Winery



Jerry Lohr  
J. Lohr Winery