

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Corrective assignment, Reel/Frame 002175/0666 from Las Vinas de la Calina, Srl to Las Vinas de la Calina Limitada
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Las Vinas de la Calina, Srl		08/30/2000	CORPORATION: CHILE

RECEIVING PARTY DATA	
Name:	Las Vinas de la Calina Limitada
Street Address:	Nueva de Tajamar 481 Torre Norte, Las Condes, Oficina 501
City:	Santiago
State/Country:	CHILE
Entity Type:	CORPORATION: CHILE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2292127	VINA CALINA

CORRESPONDENCE DATA	
Fax Number:	(415)659-7300
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-659-7000
Email:	tmdocket@piperrudnick.com
Correspondent Name:	Piper Rudnick LLP
Address Line 1:	333 Market Street, Suite 3200
Address Line 4:	San Francisco, CALIFORNIA 94105-2150

ATTORNEY DOCKET NUMBER:	543590-1117
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DOMESTIC REPRESENTATIVE	
Name:	Katherine C. Spelman/PiperRudnick LLP
Address Line 1:	333 Market Street, Suite 3200
Address Line 4:	San Francisco, CALIFORNIA 94105-2150

NAME OF SUBMITTER:	Mary Kathryn Lee
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CH \$40.00 2292127

Total Attachments: 2

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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:

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 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. Consideration. 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. 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 to 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.

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 of infringement, misappropriation of 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:



JESS S. JACKSON

ASSIGNEE:

LAS VINAS DE LA CALINA LIMITADA

By: 

Print Name: Barbara Banke

Title: Secretary