

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pietra Santa Winery, Inc.		09/23/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Blackburn Enterprises, LLC		
Composed Of:	COMPOSED OF Cortlandt J. Blackburn John D. Blackburn Phyllis Blackburn		
Street Address:	43940 W. North Avenue		
City:	Firebaugh		
State/Country:	CALIFORNIA		
Postal Code:	93622		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78366636	PIETRA SANTA	
CORRESPONDENCE DATA			
Fax Number:	(559)433-2300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(559) 433-1300		
Email:	rick.docker@mccormickbarstow.com		
Correspondent Name:	W.F. Docker, Esq.		
Address Line 1:	5 River Park Place East		
Address Line 4:	Fresno, CALIFORNIA 93720		
NAME OF SUBMITTER:	Cortlandt J. Blackburn		
Signature:	/Cortlandt J. Blackburn/		
Date:	10/18/2005		

Total Attachments: 6

900034196

**TRADEMARK
 REEL: 003176 FRAME: 0730**

OP \$40.00 78366636

source=Pietra Santa TM Assignment#page1.tif
source=Pietra Santa TM Assignment#page2.tif
source=Pietra Santa TM Assignment#page3.tif
source=Pietra Santa TM Assignment#page4.tif
source=Pietra Santa TM Assignment#page5.tif
source=Pietra Santa TM Assignment#page6.tif

**AGREEMENT FOR TRANSFER AND ASSIGNMENT
OF
INTELLECTUAL PROPERTY AND DOMAIN NAME**

This Agreement for Transfer and Assignment of Intellectual Property and Domain Name ("Agreement") is made and entered into as of September __, 2005, by and among BLACKBURN ENTERPRISES, LLC, a California limited liability company, whose principal business address is 43940 W. North Avenue, Firebaugh, California 93622 ("Assignee") and PIETRA SANTA WINERY, INC., a California Corporation whose principal business address is 10034 Cienega Road, Hollister, California 95023 ("Winery") and JOSEPH A. GIMELLI, a married man dealing with his sole and separate property whose residence address is 10034 Cienga Road, Hollister, California 95023 ("Gimelli") (Winery and Gimelli collectively, "Assignors").

RECITALS

A. Gimelli is the owner of the unregistered trademark OLIVITA which is used in commerce in association with the production and sale of olive oil. Gimelli owns United States Patent and Trademark Office ("PTO") application Serial No. 78366640.

B. Winery is the owner of the unregistered trademark PIETRA SANTA which is used in commerce in association with the production and sale of wine. Winery owns PTO application Serial No. 78366636.

C. Winery is the owner of the Internet Domain Name www.pietrasantawinery.com ("Domain Name") as listed in the records of NetworkSolutions registrar of record (the "Registrar"), and is the owner of all common law trademark rights derived from the Domain Name as well as all copyright and other intellectual property or other proprietary rights based on or related to the Domain Name.

D. Winery is the owner of all copyrights in and to all works pertaining to the PIETRA SANTA winery and wines and OLIVITA olive oil, including, but not limited to, all labels, product packaging, marketing materials, and web pages (the "Copyrights").

E. Assignee desires to purchase the OLIVITA and PIETRA SANTA Trademarks (collectively, "Trademarks") (including all pending PTO applications), Copyrights, and Domain Name and all common law trademark and service mark rights derived from the Domain Name, as well as all copyright and other intellectual property or other proprietary rights based on or related to the Domain Name (the "Intellectual Property Rights").

NOW, THEREFORE, in consideration of the promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. INTELLECTUAL PROPERTY ASSIGNMENT

1. **Assignment.** Assignors hereby assign and transfer to Assignee all of Assignors' interests in the Trademarks, together with all rights to secure registrations, renewals, reissues, and extensions of the Trademarks.

2. **Warranty and Representations.** Assignors hereby covenant, warrant, and represent to Assignee as follows:

(a) The OLIVITA Trademark

(i) Gimelli is the sole owner of and has the exclusive right to use the OLIVITA Trademark, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the OLIVITA Trademark that is in conflict with this Agreement.

(ii) Except as specified herein, no other registration has been effected or is on file with any governmental agencies with respect to the OLIVITA Trademark.

(iii) Gimelli agrees to authorize and execute any instrument and perform any legal act that Assignee may deem necessary to record this Agreement with the United States Patent and Trademark Office and any other governmental agency Assignee may deem necessary to preserve its rights in this Trademark.

(iv) Gimelli has never licensed and shall not license the OLIVITA Trademark to any third party.

(b) The PIETRA SANTA Trademark

(i) Winery is the sole owner of and has the exclusive right to use the PIETRA SANTA Trademark, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the PIETRA SANTA Trademark that is in conflict with this Agreement.

(ii) Except as specified herein, no other registration has been effected or is on file with any governmental agencies with respect to the PIETRA SANTA Trademark.

(iii) Winery agrees to authorize and execute any instrument and perform any legal act that Assignee may deem necessary to record this Agreement with the United States Patent and Trademark Office and any other governmental agency Assignee may deem necessary to preserve its rights in this Trademark.

(iv) Winery has never licensed and shall not license the PIETRA SANTA Trademark to any third party.

(c) Copyrights

(i) Winery is the sole owner of and has the exclusive right to all copyrights pertaining to the PIETRA SANTA winery and its wines and the OLIVITA olive oil, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the Copyrights that is in conflict with this Agreement.

(ii) Winery agrees to authorize and execute any instrument and perform any legal act that Assignee may deem necessary to record this Agreement with the United States Copyright Office and any other governmental agency Assignee may deem necessary to preserve its rights in these Copyrights.

(iii) Winery has never licensed and shall not license any of the Copyrights to any third party.

(e) The Trademarks, Copyrights, Domain Name and other Intellectual Property do not and will not infringe upon any trademark, copyright, or any other intellectual property rights of any third party, and there are no third party rights that would hinder Assignee's use of the Trademarks, Copyrights, Domain Name or Intellectual Property.

(f) There are no notices, actions, suits, proceedings, claims, complaints, disputes, arbitrations or investigations (collectively, "Claims") pending or, to the knowledge of Assignors, threatened at law, in equity, in arbitration or before any governmental authority against Assignors related to the Trademarks, Copyrights, Domain Name or Intellectual Property. No order has been issued by any court or governmental authority against Assignors related to the Trademarks, Copyrights, Domain Name or Intellectual Property purporting to enjoin or restrain the execution, delivery or performance of this Agreement.

II. DOMAIN NAME TRANSFER OF OWNERSHIP

1. Domain Name Assignment.

(a) Assignment And Transfer Of Ownership Of Domain Name. WINERY hereby agrees to transfer and assign to Assignee upon execution of this Agreement all of Winery's right, title, and interest in and to the Domain Name and the registration thereof, any domain names that are foreign language versions of the Domain Name (including any English translation or version) or misspellings of the Domain Name, together with the goodwill of the business connected with and symbolized by such Domain Name, and the Intellectual Property Rights, which include the trademark and service mark PIETRA SANTA. The transfer and assignment shall take effect upon execution of this Agreement and shall be effected with the Registrar in a timely manner as set forth herein.

(b) Cooperation In Transferring Domain Name. WINERY agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to

effectuate the transfer of the Domain Name registration in a timely manner. Specifically, upon execution of this Agreement, Winery agrees to prepare and transmit the necessary Registrant Name Change Agreement and to correspond with the Registrar to authorize transfer of the Domain Name, effective upon execution of this Agreement.

(c) **Registration Fees.** Winery agrees to bear the registration fees, if any, incurred by transferring ownership of the Domain Name with the Registrar.

(d) **Warranty.** Winery warrants and represents the following:

(i) It has unencumbered rights in the Domain Name.

(ii) Winery properly registered the Domain Name without committing fraud or misrepresentation.

(iii) Winery has the exclusive ownership of the Domain Name and no rights or equity of any third party is prejudiced due to the usage of the Domain Name.

(iv) Winery has the authority to transfer and assign the Domain Name.

(v) Winery has never licensed and shall not license the Domain Name to any third party.

III. MISCELLANEOUS.

1. **Cooperation.** The parties agree that they shall provide each other with reasonable cooperation with respect to the transactions that are the subject matter of this Agreement.

2. **Indemnity.** Each party hereto agrees to indemnify, defend and hold harmless the other party, its officers, directors, agents, employees and assigns, harmless from and against any claims, damages, losses, costs and expenses resulting from third party claims or arising from breach by any party hereto of its representations, warranties or covenants, contained in this Agreement.

3. **Successors and Assigns.** This Agreement is binding on and shall inure to the benefit of the respective successors and/or assigns of the parties.

4. **Section Headings.** The section headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the parties as of the execution date.

6. **Notices.** All notices required or permitted to be given hereunder by any party to another party shall be given in writing: (a) by personal delivery; (b) by facsimile with confirmation sent by U.S. first class registered or certified mail, postage prepaid, return receipt requested; (c) by bonded courier or by a nationally recognized overnight delivery company; or (d) by U.S. first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this section):

If to Assignee:

Blackburn Enterprises, Inc.
Attention: Cortland J. Blackburn
43940 W. North Avenue
Firebaugh, CA 93622
Fax No: (559) 659-3147

With a copy to:

W.F. Docker, Esq.
McCormick, Barstow, Sheppard,
Wayte & Carruth LLP
5 River Park Place East
Fresno, CA 93729

If to Assignors:

Joseph Gemelli and Deanna Gimelli
10034 Cienega Road
Hollister, CA 95023

Pietra Santa Winery, Inc.
0034 Cienega Road
Hollister, CA 95023.

With a copy to:

Jesse W. Jack, Esq.
Law Offices of Jesse W. Jack
2021 The Alameda, Suite 380
San Jose, CA 95126

Notices delivered by personal delivery shall be deemed received on the receipt thereof and notices delivered by U.S. mail shall be deemed received 72 hours following deposit in the U.S. mail.

7. **Entire Agreement.** This Agreement is the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the written agreement of the parties.

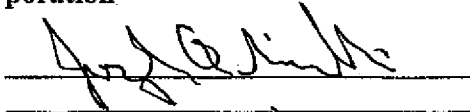
8. **Governing Law.** This Agreement is governed by the laws of the State of California, without regard to conflicts of law rules.

IN WITNESS HEREOF, the parties to this Agreement have duly executed the same on the day and year first above written.

"ASSIGNORS"

Pietra Santa Winery, Inc., a California Corporation

By: _____



Its, President

"ASSIGNEE"

Blackburn Enterprises, LLC, a California limited liability company

By: _____



Its, General Manager

"GIMELLI"


Joseph A. Gimelli, Individually

09830/00004-867086.v1