

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
Joseph A. Gimelli		01/10/2006	individual: UNITED STATES
Pietra Santa Winery, Inc.		01/10/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Blackburn Enterprises, LLC		
Street Address:	43940 W. North Ave.		
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:	78381330	SACRED STONE	
CORRESPONDENCE DATA			
Fax Number:	(650)622-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 622-2300		
Email:	bosworthmk@bipc.com		
Correspondent Name:	Michael K. Bosworth, Buchanan Ingersoll		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	034570-002		
NAME OF SUBMITTER:	Michael K. Bosworth		
Signature:	/michael k. bosworth/		
Date:	01/13/2006		

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Total Attachments: 5

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**AGREEMENT FOR TRANSFER AND ASSIGNMENT
OF
TRADEMARK AND COPYRIGHTS**

This Agreement for Transfer and Assignment of Trademark and Copyrights ("Agreement") is made and entered into as of January 10, 2006, by and among BLACKBURN ENTERPRISES, LLC, a California limited liability company ("Assignee"), and PIETRA SANTA WINERY, INC., a California corporation ("Winery") and JOSEPH A. GIMELLI, a married man dealing with his sole and separate property ("Gimelli") (Winery and Gimelli are collectively referred to herein as the "Assignors").

RECITALS

A. Winery is the owner of the unregistered trademark SACRED STONE which is used in commerce in association with the production and sale of wine. Winery owns United States Patent and Trademark Office ("PTO") application Serial No. 78381330.

B. Winery and/or Gimelli is/are the owners of all copyrights in and to all works pertaining to SACRED STONE wines, including but not limited to, all labels, product packaging, marketing materials, and web pages (the "Copyrights").

C. Assignee desires to purchase the SACRED STONE Trademark ("Trademark"), including the pending PTO application, and all of the goodwill associated therewith, as well as the Copyrights.

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:

1. **Assignment.** In exchange for the consideration paid to Assignors, as described below in Section 2 hereof, Assignors hereby assign and transfer to Assignee the following: (1) all of Winery's interest in the Trademark, together with all rights to secure registration, renewals, reissues, and extensions of the Trademark, including the goodwill associated with the Trademark, and (2) all of Assignors' interests in the Copyrights.

2. **Consideration.** As consideration for the assignment of the Trademark and the Copyrights as described herein, Assignee shall pay to Assignors, the sum of [REDACTED] by bank certified cashiers check made payable jointly to Winery and Gimelli, to be delivered immediately following execution of this Agreement by all parties.

3. Warranty and Representations. Assignors, jointly and severally covenant, warrant, and represent to Assignee as follows:

(a) The SACRED STONE Trademark

(i) Winery, to the best of its knowledge, is the sole owner of and has the exclusive right to use the SACRED STONE Trademark, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the SACRED STONE 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 SACRED STONE Trademark.

(iii) Assignors agree 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 the SACRED STONE Trademark.

(iv) Assignors have never licensed and shall not license the SACRED STONE Trademark to any third party.

(b) Copyrights

(i) Assignors are the sole owners of and have the exclusive rights to all copyrights pertaining to SACRED STONE wines free and clear of any liens, encumbrances, licenses, or claims of any nature, and have made no agreement with respect to the Copyrights that is in conflict with this Agreement.

(ii) Assignors agree 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 the Copyrights.

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

(c) Other than as set forth below in subsection (d), the Trademark and Copyrights 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 Trademark or the Copyrights.

(d) Other than Opposition No. 91165177 filed by Sacred Hill Wines Limited, a New Zealand company, with the PTO, 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 Trademark or the Copyrights. No order has been issued by any court or governmental

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authority against Assignors related to the Trademark or the Copyrights, purporting to enjoin or restrain the execution, delivery or performance of this Agreement.

4. **Cancellation of Agreement.** The parties hereby agree to terminate and cancel the provisions set forth in section 2 of that certain Amendment No. 1 to Asset Purchase Agreement, by and among the parties, dated September ____, 2005. Gimelli is no longer authorized to negotiate on Assignor's behalf with third parties for the sale of inventory as contemplated thereby and shall have no right to receive any commissions, compensation, or other payments thereunder.

5. **Release.** Assignors hereby forever release, discharge, and acquit Assignee, and its members, managers, agents, servants, successors, employees, and attorneys, from any and all claims, demands, debts, actions, causes of action, liabilities, costs, and obligations of every kind, known and unknown, matured and unmatured, of any kind or nature whatsoever, now existing or arising in the future, or in any way relating to section 2 of that certain Amendment No. 1 to Asset Purchase Agreement, by and among the parties, dated September ____, 2005, or the sale of wine to Vincase, LLC which was shipped on or about October 26, 2005, or any account receivable otherwise generated as a result of the sale of wine. It is further understood and agreed that the release contained herein extends to all claims of every nature and kind whatsoever, known and unknown, and expressly hereby released with regard to such claims are all rights under Section 1542 of the California Civil Code, which provides as follows, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. **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.

7. **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 (other than Opposition No. 91165177 filed by Sacred Hill Winery Limited and described above in Section 3(d)) or arising from breach by any party hereto of its representations, warranties or covenants, contained in this Agreement.

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

9. **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.

10. **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.

11. **Notice.** All notice 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:

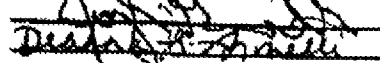
Blackburn Enterprises, Inc.
Attention: Cortland J. Blackburn
43940 W. North Avenue
Firebaugh, CA 93622
Fax No: (559) 659-3147

With a copy to:

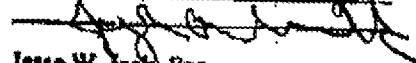
W.F. Docker, Esq.
McCormick, Barstow, Sheppard,
Wayte & Carruth LLP
5 River Park Place East
Fresno, CA 93729

If to Assignors:

Joseph Ginnelli and Dennis Ginnelli



Pietra Santa Winery, Inc.
~~Pietra Santa Winery, Inc.~~



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.

12. **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.

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

14. **Attorney Fees.** If any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to any other remedies, to an award of reasonable attorneys' fees.

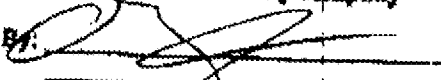
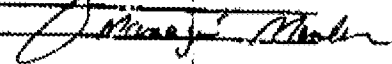
15. Warranty of Authority. Each of the undersigned represents and warrants that he has the sole right and exclusive authority to execute this Agreement, that he is not restricted in doing so, and that no petition in bankruptcy has been filed by or against him. Each of the undersigned agrees to indemnify and hold the others harmless from any and all claims, demands, loss, damage, liability, and expense, including costs of suit and reasonable attorneys' fees, resulting from any breach of the representations or warranties contained in this Section.


IN WITNESS WHEREOF, 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: 
Joseph A. Gimelli, President

"ASSIGNEE"
Blackburn Enterprises, LLC, a California Limited Liability company

By: 
Its, 

"GIMELLI"

Joseph A. Gimelli, Individually

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