

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/15/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bishop Wines & Spirits, Inc.		03/15/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Young's Holdings, Inc.
Street Address:	2164 N. Batavia Street
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92865
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2690836	BAFFERTS
Registration Number:	2779542	BAFFERTS

CORRESPONDENCE DATA

Fax Number: (949)451-4220
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-451-3800
 Email: dsegal@gibsondunn.com
 Correspondent Name: David A. Segal
 Address Line 1: 4 Park Plaza, 15th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	98046-00017
NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/

CH \$65.00 2690836

Date:

03/21/2007

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of the date of the Asset Purchase Agreement between the parties dated as of March 15, 2003 (the "Effective Date"), by and between Bishop Wines & Spirits, Inc., a California corporation ("Assignor"), and Young's Holdings, Inc., a Delaware corporation with a business address of 2164 N. Batavia Street, Orange, California 92865 ("Assignee").

1.0 Background.

1.1 Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 15, 2003, (the "Agreement"). Subject to the terms and conditions of the Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark registrations set forth on Exhibit A attached hereto, and all goodwill associated therewith (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

BISHOP WINES & SPIRITS, INC.

By:

Name:

Title:

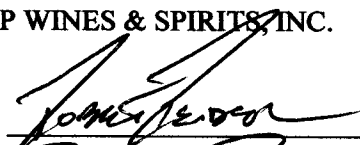

ROBERT KEIDER
PRESIDENT / OWNER

Exhibit A

Trademarks

Mark

Registration Number

**BAFFERTS
BAFFERTS & Design**

**2,690,836
2,779,542**

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