

05-17-2007

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/3)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103407232
TRADEMARKS ONLY

:ET

OFFICE OF PUBLIC RECORDS

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies):

Duckhorn Wine Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: California
☐ Other _____

Citizenship (see guidelines) U.S.Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) May 1, 2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☒ Yes ☐ NoName: See attached

Internal

Address: 1421 Oakdale Road, Suite 2Street Address: sameCity: ModestoState: CACountry: USA Zip: 95355

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Revocable Trust Citizenship U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.A. Trademark Application No.(s)
75/520,398B. Trademark Registration No.(s)
2,598,288Additional sheet(s) attached? ☐ Yes ☒ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Monument Tree**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Charles I. McBride, TrusteeInternal Address: 1421 Oakdale Road, Suite 2Street Address: sameCity: ModestoState: CA Zip: 95355Phone Number: (209) 579-8800Fax Number: (209) 579-1407

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

05/16/2007 DEBYRNE 00000174 75520398

Signature

Date

CHARLES I. McBRIDE, Trustee
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **2**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003545 FRAME: 0877

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

ATTACHMENT

Continuation of Item No. 2: Name and address of receiving party(ies)

Name: Charles I. McBride and Kathleen D. McBride, as trustees of the 2006 McBride Family Trust, U/I/D May 31, 2006.

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made from Duckhorn Wine Company, a California corporation, having a business address at 1000 Lodi Lane, St. Helena, California 94574, (hereinafter "Assignor"), to McBride 2006 Family Trust, a California trust, established under the laws of California, its trustees comprising Charles L. McBride, a U.S. citizen and Kathleen D. McBride, a U.S. citizen, having a mailing address at 1421 Oakdale Road, Suite 2, Modesto, California 95355 (hereinafter "Assignee").

WHEREAS, Assignor claims and warrants that it owns all rights, title and interest of every kind, nature or description in and to the mark listed in Schedule A hereto (hereinafter "the Mark"), including the U.S. Trademark Registration and Application therefor, all of the goodwill pertaining thereto, all rights to use, register or renew registration for the Mark, and to collect royalties for the licensing thereof, and all claims for infringement thereof (hereinafter "All Rights in the Mark"); and

WHEREAS, Assignor and Assignee wish for Assignee to acquire All Rights in the Mark.

NOW THEREFORE, for the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Mark may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; including all claims for royalties for licensing of the Mark and damages by reason of past infringement(s) of the Mark, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

In Witness Hereof, Assignor has executed this Trademark Assignment effective as of the date set forth below.

DUCKHORN WINE COMPANY
Assignor

Dated: 5/1/07

By: Alex Ryan
Alex Ryan
President

SCHEDULE A TO TRADEMARK ASSIGNMENT

| <u>MARK</u> | <u>U.S. REG. NO.</u> | <u>U.S. APP. NO.</u> |
|---------------|----------------------|----------------------|
| MONUMENT TREE | 2,598,288 | 75/520,398 |