

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
Blue Mountain Wine Corporation		01/08/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Ste. Michelle Wine Estates Ltd.		
Street Address:	14111 NE 145th Street		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77049160	MICHELE	
CORRESPONDENCE DATA			
Fax Number:	(206)464-0125		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-464-3939		
Email:	jdelo@gsblaw.com		
Correspondent Name:	Scott Warner		
Address Line 1:	1191 2nd Ave., 18th Floor		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	01089-01200		
NAME OF SUBMITTER:	Scott Warner		
Signature:	/SGW/		
Date:	03/27/2008		

OP \$40.00 77049160

Total Attachments: 3

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EXHIBIT B

ASSIGNMENT OF APPLICATION AND TRADEMARK

THIS ASSIGNMENT ("Assignment") is made and entered into this 8th day of Jan, ²⁰⁰⁸ 2007, by and between Ste. Michelle Wine Estates Ltd. ("Assignee"), with an address at 14111 N.E. 145th Street, Woodinville, Washington 98072 and Blue Mountain Wine Corporation, doing business as Nicholas Cole Cellars ("Assignor"), with an address at 705 Berney Drive, Walla Walla, Washington.

RECITALS

WHEREAS, Assignor is the owner of that certain trademark identified as MICHELE (the "Mark"), and application pertaining thereto, as identified in that application pending with the United States Patent and Trademark Office, filed on November 21, 2006, under Application Serial Number 77049160 (the "Application"); and

WHEREAS, Assignor desires to transfer to the Assignee, and Assignee desires to acquire, all of Assignor's right, title, interest and use in and to the Mark, including in and to the above-stated Application, and all registrations resulting from the Application, without limitation, including the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee, which is herewith accepted by Assignee, all of Assignor's right, title and interest, including common law rights, in and to the Mark, including the Application and any registrations resulting therefrom, plus the goodwill symbolized thereby, and including, without limitation, any and all claims and causes of action for infringement thereof, and including, all rights to defend opposition and cancellation proceedings, and including the right of first use and the first use dates for the Mark, which Mark shall be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives, to the full end of the term or terms for which the Mark may be granted, as fully and entirely as the same would have been enjoyed by the Assignor had this Assignment not been made. This Assignment and transfer is made without reservation, limitation or restriction, is not limited by the manner of use of the Mark, and this Assignment and transfer shall be as broad and complete as permitted by applicable law.
2. This Assignment and transfer includes all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark.
3. Assignor represents and warrants that (a) the Mark is free and clear of any and all liens, claims (other than those of Assignee), or encumbrances of any kind; and (b) Assignor has not assigned, mortgaged, pledged, hypothecated, granted a security interest in or otherwise transferred any interest in, or taken, directly or indirectly, any action which could reasonably be anticipated to interfere with Assignee's full and unencumbered use of the Mark.
4. Assignor covenants and agrees that it will not, directly or indirectly: (a) dispute or contest the Assignee's exclusive ownership of the Mark; (b) aid, abet or encourage the infringement of any of Assignee's rights in the Mark; or (c) otherwise take or do any act that could reasonably be expected to interfere with or impair Assignee's rights in the Mark.

5. Assignor further covenants and agrees that, except as specifically authorized by Assignee Assignor shall discontinue all use of the Mark immediately upon execution of this Assignment. and that it will not use or authorize or permit any other person acting under its authority or control to use (a) the Mark; or (b) any trademarks or trade names that are confusingly similar to the Mark or would tend to dilute the distinctiveness of the Mark.

6. Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Mark and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Mark assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

7. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple sets, each of which shall be deemed an original, as of the day and year first above written.


ASSIGNEE:	ASSIGNOR:
STE. MICHELLE WINE ESTATES LTD.	BLUE MOUNTAIN WINE CORPORATION
By: _____	By: _____
Date: _____	Date: <u>1/8/08</u>

5. Assignor further covenants and agrees that, except as specifically authorized by Assignee Assignor shall discontinue all use of the Mark immediately upon execution of this Assignment, and that it will not use or authorize or permit any other person acting under its authority or control to use (a) the Mark; or (b) any trademarks or trade names that are confusingly similar to the Mark or would tend to dilute the distinctiveness of the Mark.

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ASSIGNEE:	ASSIGNOR:
STE. MICHELLE WINE ESTATES LTD.	BLUE MOUNTAIN WINE CORPORATION
By: 	By: _____
Date: <u>1/8/00</u>	Date: _____