

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TULOCAY & COMPANY INC.		04/30/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TULOCAY & COMPANY, LLC		
<b>Street Address:</b>	388 Devlin Road		
<b>City:</b>	Napa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94559		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2884185	ENJOY GOURMET EVERY DAY	
Registration Number:	2804815	JANE!	
Registration Number:	2777046	MADE IN NAPA VALLEY	
Registration Number:	2810529	TULOCAY'S	
Serial Number:	77046135	MADE IN NAPA VALLEY JANE!	
Serial Number:	77975808	MADE IN NAPA VALLEY JANE!	
Serial Number:	77415501	VINEYARD PANTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(415) 576-0200		
<b>Email:</b>	lhv@townsend.com		
<b>Correspondent Name:</b>	Laurie van Loben Sels /Townsend and Town		
<b>Address Line 1:</b>	Two Embarcadero Center, 8th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3834		

**CH \$190.00 2884185**

ATTORNEY DOCKET NUMBER:	021627-000000US
NAME OF SUBMITTER:	Laurie van Loben Sels
Signature:	/Laurie van Loben Sels/
Date:	02/11/2009
Total Attachments: 2 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif	

## TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set forth below, but shall be effective, *nunc pro tunc*, as of April 30, 2008. The assignment made by this instrument is from TULOCAY & COMPANY INC., a California corporation whose principal place of business is 388 Devlin Road, Napa, California 94559 (hereinafter "Assignor"), to TULOCAY & COMPANY, LLC, a California limited liability company whose principal place of business is 388 Devlin Road, Napa, California 94559 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of marks (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - collectively, "the Marks"), and United States applications and registrations therefor, including but not limited to the following:

<u>Mark</u>	<u>Registration / Application</u>	<u>Date</u>
ENJOY GOURMET EVERY DAY	Reg. No. 2884185	Issued 9/14/2004
JANE! & Design	Reg. No. 2804815	Issued 1/13/2004
MADE IN NAPA VALLEY	Reg. No. 2777046	Issued 10/21/2003
MADE IN NAPA VALLEY JANE! & Design	Appl. Serial No. 77046135	Filed 11/16/2006
MADE IN NAPA VALLEY JANE! & Design	Appl. Serial No. 77975808	Filed 11/16/2006
TULOCAY'S	Reg. No. 2810529	Issued 2/3/2004
VINEYARD PANTRY	Appl. Serial No. 77415501	Filed 3/6/2008
KINGSLAKE & CRANE	N/A	
KINGSLAKE & CRANE & Design	N/A	

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined above);

NOW THEREFORE, for 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 Marks (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall 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, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

TULOCAY & COMPANY INC.  
ASSIGNOR

Dated: February 9, 2009

By: \_\_\_\_\_

  
Name: Howard Mergelkamp  
Title: Chief Executive Officer

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