

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
Kosta Browne Wines, LLC		09/11/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KB Wines, LLC		
Street Address:	P.O. Box 1555		
City:	Sebastopol		
State/Country:	CALIFORNIA		
Postal Code:	95473		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77455971	KOSTA BROWNE WINERY	
Serial Number:	77460658	KOSTA BROWNE WINERY	
Registration Number:	3384875	KOSTA BROWNE	
Registration Number:	3384878	KOSTA BROWNE	
Registration Number:	3495085	KOSTA BROWNE WINERY	
Serial Number:	77456005	KOSTA BROWNE WINERY	
CORRESPONDENCE DATA			
Fax Number:	(415)421-2922		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 421-6500		
Email:	nbigley@sflaw.com		
Correspondent Name:	Jeffrey A. O'Connell		
Address Line 1:	One Maritime Plaza		
Address Line 2:	18th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$165.00 77455971

TRADEMARK

ATTORNEY DOCKET NUMBER:	7361/001
NAME OF SUBMITTER:	Chris Costello
Signature:	/Chris Costello/
Date:	10/27/2009
Total Attachments: 4 source=Assignment of Tradenames and Trademarks#page1.tif source=Assignment of Tradenames and Trademarks#page2.tif source=Assignment of Tradenames and Trademarks#page3.tif source=Assignment of Tradenames and Trademarks#page4.tif	

ASSIGNMENT OF TRADENAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADENAMES AND TRADEMARKS is dated as of September 11, 2009 ("Assignment"), and is made from Kosta Browne Wines, LLC, a California limited liability company (the "Assignor"), to KB Wines, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor is a party to the Master Acquisition Agreement dated as of August 27, 2009, between the Assignor, WineCo, Inc. dba The Vincraft Group, a Delaware corporation, the Assignee, Michael Browne, Dan Kosta, and Chris Costello (the "Master Acquisition Agreement");

WHEREAS, Assignor is the owner of all rights, title and interests in and to certain tradenames and trademarks associated with its business including without limitation the tradenames and trademarks set forth in the attached Schedule A (collectively the "Marks"), the applications and registrations thereof and the goodwill represented by the Marks; and

WHEREAS Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, inter alia, the Marks, the applications and registrations thereof and the goodwill associated with the Marks in order to carry out the intent and purpose of the Master Acquisition Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Rights. Assignor hereby assigns to Assignee all rights, title and interests in and to the Marks throughout the world, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and any renewals and extensions thereof, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for, and the right to profits or damages due or accrued in connection with any and all past, present or future infringement or dilution of the Marks, the right to file trademark applications in the name of Assignee or its designee on the Marks in all countries of the world, all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Marks, and all records and files relating to the Marks.

2. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee, at Assignee's expense, to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as their attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation to secure recordation or registration of the Marks and of this Assignment and to take any other action Assignee reasonably deems necessary to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will

survive the incapacity or unavailability of the Assignor at any future time.

3. Recordation. Assignor hereby requests the U.S. Trademark Office and the relevant trademark authority in any other country throughout the world record this Assignment of Tradenames and Trademarks to Assignee. Assignor hereby further authorizes and requests the U.S. Trademark Office and any relevant trademark authority throughout the world to issue any and all trademark registrations resulting from the applications assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein and all goodwill symbolized thereby. Assignor agrees that the attorney of record in the Applications will hereafter act on behalf of Assignee.

4. No Conflicting Uses. Assignor further covenants that, except as otherwise permitted under the Master Acquisition Agreement, it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

5. Master Acquisition Agreement. The terms of the Master Acquisition Agreement, including without limitation Assignor's representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Master Acquisition Agreement shall not be superseded or expanded by this Assignment but shall remain in full force and effect to the full extent provided therein. In the event that any provision of this Assignment is construed to conflict with a provision in the Master Acquisition Agreement, the provision in the Master Acquisition Agreement shall be deemed to be controlling.

6. Governing Law. This Assignment will be governed by the laws of the State of California without regard to its conflicts of laws principles.


7. Attorneys' Fees. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees and defense costs.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Tradenames and Trademarks under seal as of the date first set forth above.

Assignor:

KOSTA BROWNE WINES, LLC,
a California limited liability company

By: 

Name: Chris Costello
Title: General Manager

Assignee:

KB Wines, LLC,
a California limited liability company

By: Kosta Browne Wines, LLC,
its manager

By: 

Name: Chris Costello
Title: General Manager

SCHEDULE A

TRADEMARKS

Application	Mark/Work Serial/Reg. No.	Description	Class	Status	Action Required	Expires
Trademark	KOSTA BROWNE WINERY (Serial No. 77/455,971)	all-purpose carrying bags, carrying cases, leather and imitation leather bags, travel bags, wine bags with handles for carrying or holding wine	18	Pending	Statement of Use/Extension Request Due on January 6, 2010	N/A
Trademark	KOSTA BROWNE WINERY (Serial No. 77/460,658)	bottle openers, decanters	21	Pending	Statement of Use/Extension Request Due on January 6, 2010	N/A
Trademark	KOSTA BROWNE WINERY (Serial No. 77/456,005)	baseball caps, fleece pullovers, jackets, polo shirts, pullovers, short- sleeve shirts, sweaters	25	Pending	Statement of Use/Extension Request Due on January 6, 2010	N/A
Trademark	KOSTA BROWNE WINERY (Reg. No. 3,495,085)	hats and shirts	25	Registered	Sections 8 & 15 Affidavit Due on September 2, 2014	September 2, 2018
Trademark	KOSTA BROWNE WINERY (Reg. No. 3,384,878))	wine	33	Registered	Sections 8 & 15 Affidavit Due on February 19, 2014	February 19, 2018
Trademark	KOSTA BROWNE WINERY (Reg. No. 3,384,875)	wine	33	Registered	Sections 8 & 15 Affidavit Due on February 19, 2014	February 19, 2018

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