

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
Arbor Hill Associates, Inc.		01/08/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Constellation Brands, Inc.		
Street Address:	207 Highpoint Drive		
Internal Address:	Building 100		
City:	Victor		
State/Country:	NEW YORK		
Postal Code:	14564		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2361694	ARBOR HILL	
Registration Number:	2764551	ARBOR FROST	
CORRESPONDENCE DATA			
Fax Number:	(202)220-4201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.220.4200		
Email:	tmdocketdc@kenyon.com		
Correspondent Name:	William Merone c/o Kenyon & Kenyon LLP		
Address Line 1:	1500 K Street, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1257		
ATTORNEY DOCKET NUMBER:	13245-A711US1		
NAME OF SUBMITTER:	William M. Merone		

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Signature:	/William M. Merone/
Date:	12/10/2009
Total Attachments: 3 source=Arbor Hill - Constellation Brands#page1.tif source=Arbor Hill - Constellation Brands#page2.tif source=Arbor Hill - Constellation Brands#page3.tif	

DEED OF ASSIGNMENT

This Assignment is made on this 8th day of January, 2009, by Arbor Hill Associates, Inc., a corporation organized and existing under the laws of the State of New York, with a registered address of 6259 Hawks Road, Naples, New York and physically located at 6461 Route 64, Naples, New York, 14512 (“Assignor”), John Brahm and Katharine Brahm (collectively with Assignor, “Assignors”), to and in favor of Constellation Brands, Inc., a corporation organized and existing under the laws of the State of Delaware, and located and doing business on January 8, 2009 at 300 Willowbrook Office Park, Fairport, New York, and subsequently doing business at 207 Highpoint Drive, Building 100, Victor New York, 14564 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trade names listed in attached Schedule “A” (“Trademarks”), or otherwise employing the word “Arbor” (“Arbor Rights”) for various products, as well as the goodwill appurtenant thereto;

WHEREAS, Assignor is also the owner of all right, title and interest in and to various trademarks and trade names that include the words ARBOR HILL for foodstuffs listed in International-Classes 29, 30 and 31 and other solid foodstuffs which may be listed in other International Classifications (“Food Products”), the United States Trademark Registration No. 1,933,123 and any other governmental registration or recordation which may subsist therein, along with the goodwill arising there from or appurtenant thereto, (“Arbor Hill Food Rights”), none of which are the subject of this agreement and none of which form any portion of the Trademarks or the Arbor Rights; and

WHEREAS, Assignee wishes to acquire from Assignor all right, title and interest in and to the Trademarks and the Arbor Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignors do hereby irrevocably and permanently assign, sell, transfer, convey, and grant to Constellation: their entire right, title, and interest in and to any trademark, trade name, business name, domain name or other intellectual property right or interest owned by any of them, anywhere in the world, which contains the word "Arbor", including the Trademarks and Arbor Rights, other than the mark ARBOR HILL when used on or in association with Food Products as defined hereinabove as Arbor Hill Food Rights and which are specifically excluded herefrom, and shall cooperate in executing any other papers, instruments, and assignments as may be required in order to vest all of the transferred rights, title, and interest in Constellation, together with the goodwill of the business appurtenant to and symbolized by the Trademarks; all common law rights in and to the Trademarks; any registrations for the Trademarks which may subsist; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, unfair competition, or dilution of or damage or injury to the Trademarks or Arbor Rights (but not including the payments due under the Settlement Agreement executed together herewith), to be held and enjoyed by Assignee, its successors and assigns, to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Dated: Aug 14, 2009

ARBOR HILL ASSOCIATES, INC., Assignor

By:

Name:

Title:

John H. Brahm, III
President

KATHARINE BRAHM, Assignor

JOHN BRAHM, Assignor

Katharine H. Brahm John H. Brahm, III

SCHEDULE "A"

Trademarks

Arbor Hill for non-Food Products

Arbor Frost

Arbor Hill Associates, Inc. for non-Food Products

U.S. Federal Registrations

Trademark	Goods	Registration Date	Registration No.
Arbor Hill	Mineral and aerated waters; fruit drinks, fruit juices; fruit flavored drinking waters; syrops and other preparations for making same; wine and distilled spirits	June 27, 2000	2,361,694
Arbor Frost	Wines	September 16, 2003	2,764,551