

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
LW Wine Partners, LLC		12/29/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	585 Wine Partners, LLC		
Street Address:	33 Harlow Court		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85104220	REDHEAD VINEYARD	
CORRESPONDENCE DATA			
Fax Number:	(312)224-1510		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	methier@vaneklaw.com		
Correspondent Name:	Angela Wilcox/Vanek, Vickers & Masini		
Address Line 1:	111 South Wacker Drive		
Address Line 2:	Suite 4050		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	09-0054		
NAME OF SUBMITTER:	Angela C. Wilcox		
Signature:	/Angela C. Wilcox/		
Date:	02/04/2011		

OP \$40.00 85104220

Total Attachments: 1

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ASSIGNMENT OF TRADEMARKS AND GOODWILL

This assignment of Trademarks and Goodwill (hereinafter "Assignment"), is made effective as of the 29th day of December, 2010, by and between LW WINE PARTNERS, a California Limited Liability Company, having a place of business at 585 First Street West, Sonoma, California 95476 (hereinafter "Assignor") and 585 WINE PARTNERS, a California Limited Liability Company, having a place of business at 33 Harlow Court, Napa, California 94558 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of common law rights and trademark registrations for the following marks: REDHEAD VINEYARD, Application No. 85104220 and GREEN ROW VINEYARDS, Application No. 77796895 with the United States Patent and Trademark Office, which relate to wine (hereinafter referred to as "the Marks");

WHEREAS, Assignee desires to acquire any and all rights that Assignor may have in and to the Mark and the registration therefore, together with all of the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past, present and future infringement, dilution or misappropriation thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and the U.S. registration and application therefore throughout the United States together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution or misappropriation of the Marks, and all rights corresponding thereto throughout the United States.


Assignor agree to execute and deliver at the request of the Assignee all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

IN WITNESS THEREOF, the parties have caused this Assignment to be duly executed as of the date first hereinabove written.

LW WINE PARTNERS


DOUGLAS A. WALKER
Name & Title

585 WINE PARTNERS


DANIEL J. LEONARD, CFO
Name & Title