

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
Seghesio Wineries, Inc.		06/29/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pine Ridge Winery, LLC		
Street Address:	5901 Silverado Trail		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2169697	SEGHESIO	
Serial Number:	77318281	ALTA VINEYARD COMPANY	
Registration Number:	2476356	CORTINA	
Registration Number:	3659353	DEFIANT	
Serial Number:	85326933	DIONIGIA	
Registration Number:	2258038	KEYHOLE RANCH	
Serial Number:	85326932	MARIAN'S RESERVE	
Registration Number:	2193840	OMAGGIO	
Registration Number:	3272350	S VENOM	
Registration Number:	3098637	SHARING UNCOMMON GROUND	
Registration Number:	2592852	VENOM	
CORRESPONDENCE DATA			
Fax Number:	(415)836-2501		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

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Phone: 415 836 2500
Email: barbara.ellen@dlapiper.com
Correspondent Name: Heather A. Dunn DLA Piper LLP
Address Line 1: 555 Mission Street, Suite 2400
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	240475-92
NAME OF SUBMITTER:	Heather Dunn
Signature:	/Heather Dunn/
Date:	07/15/2011

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of June 29, 2011 (the "Effective Date"), is made by Seghesio Wineries, Inc., a California corporation, located at 14730 Grove Street, Healdsburg CA 95448, U.S.A. ("Assignor"), in favor of Pine Ridge Winery, LLC, a Delaware limited liability company, located at 5901 Silverado Trail, Napa CA 94558, U.S.A. ("Assignee"), the Assignee of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of May 31, 2011 (the "Purchase Agreement").

Under the terms of the Purchase Agreement, Assignee has succeeded to the business, assets, and appurtenant goodwill of Assignor, and Assignor has conveyed, transferred and assigned to Assignee, among other assets, all intellectual property of Assignor, including without limitation, patents, trademarks, service marks, trade dress, copyrights, domain names, applications and registrations thereto, and intellectual property licenses held by Assignor, and any other intellectual property owned by Assignor and common law rights and goodwill associated therewith (collectively "Intellectual Property"). Assignor has further agreed to execute and deliver this IP Assignment and the Trademark Assignment documents attached hereto as Schedule 5 for recording with national, federal and state government authorities such as the United States Patent and Trademark Office and equivalent foreign patent and trademark offices.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

- I. Assignment. Effective as of the Effective Date, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest throughout the world in and to the following (the "IP Assets"):
 - (a) all of Assignor's patentable subject matter, patents and patent applications, including but not limited to those set forth in Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
 - (b) all of Assignor's trademarks, service marks, and trade dress, including registrations and applications therefor, including but not limited to those set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); and all of Assignor's copyrights, including registrations and applications for registration therefor, including but not limited to those

set forth in Schedule 3, as well as the exclusive copyright licenses set forth in Schedule 3 hereto, and all issuances, extensions and renewals of the aforesaid (the "Copyrights");

- (c) all domain names owned or registered by Assignor including but not limited to those set forth in Schedule 4 (the "Domain Names");
 - (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Transfer of Related Items. Assignor further agrees to transfer to Assignee without further remuneration, all legal files, documents, and items relating to the foregoing assigned rights or that are associated with the Intellectual Property. Further, Assignor agrees to transfer all Domain Names to Assignee within 2 (two) days of the Effective Date, and within such time Assignor shall complete Assignor's portion of the assignment procedure established by the applicable domain name registrar ("Registrar") and forward the completed template to Assignee (or any other assignment procedure reasonably specified by the Registrar at the time of the assignment) within two (2) days from the Effective Date. Thereafter, Assignee will promptly complete its portion of the assignment procedure and forward the assignment information to the Registrar. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature or other authorization to any document or electronic form Assignor is required to execute pursuant to this Sections 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor, and to provide any account information, passwords, and other information as required to effect the same.
3. Recordation. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other

national, federal and state government officials to record and register this IP Assignment upon request by Assignee.

4. Further Actions. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto and without remuneration, such additional documents, instruments, conveyances, and assurances and take such further action as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this IP Assignment. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, transferring domain names as set forth above, and testifying on Assignee's behalf about this Assignment.
5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
6. Governing Law. This IP Assignment shall be governed by the laws of the State of California applicable to contracts entered into by California residents and to be performed within such State without regard to its conflict of law provisions.
7. Severability. If any provision of this Assignment or the application thereof is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.
8. Binding Effect. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

"ASSIGNOR":

SEGHESSIO WINERIES, INC.,
a California corporation

By: 

Name: Peter Seghesio

Title: CEO

Address for Notices:

c/o Seghesio Family Vineyards
Attn: Pete Seghesio
100 Spear St., Suite 115
San Francisco, CA 94105

"ASSIGNEE":

PINE RIDGE WINERY, LLC
a Delaware limited liability company

By: 

Name: Pat DeLong

Title: COO/CFO

Address for Notices:

c/o Pine Ridge Vineyards
Attn.: Pat DeLong
5901 Silverado Trail
Napa, CA 94558

To be Notarized

ACKNOWLEDGMENT

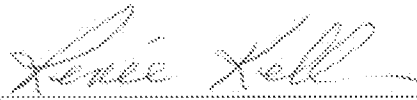
State of California §

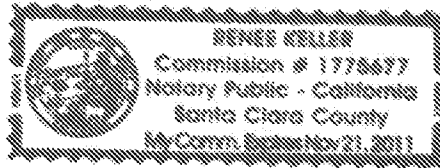
County of Napa §

On June 16, 2011, before me, Renée Keller, Notary, personally appeared Patrick DeLong, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Renée Keller, Notary
Expires: November 21, 2011
Commission #1775677



ACKNOWLEDGMENT

State of California

County of SONOMA

On June 29, 2011 before me, JENNIFER K. GOLLEWSKI, Notary Public,

personally appeared PETER SECRESID, CEO

(insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer K. Gollewski (Seal/Notary Stamp)

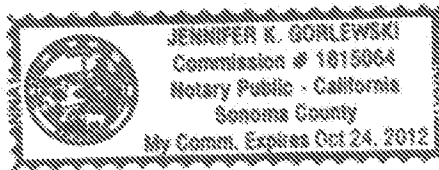


EXHIBIT A
SCHEDULES

Schedule 1 -- Patents

Schedule 2 - Trademarks

Schedule 3 - Copyrights

Schedule 4 -- Domain Names

Schedule 5 -- International Trademark Recording Agreements

SCHEDULE 1

PATENTS

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SCHEDULE 2

TRADEMARKS

TM Records	Trademark/SN/RN	Status/Status Date	Brief Goods/Services
US Federal	SEGHESIO SN:75-337018 RN:2,169,697	Renewed Principal Register - Sec. 2(F) June 30, 2008	Int'l Class: 33) Wines
US Federal	ALTA VINEYARD COMPANY SN:77-318281	Allowed - Intent to Use 4th Extension of Time Granted November 19, 2010	Int'l Class: 33) Wine
US Federal	CORTINA SN:75-687091 RN:2,476,356	Renewed August 7, 2011	Int'l Class: 33) Wine
US Federal	DEFIANT SN:76-593655 RN:3,659,353	Registered July 21, 2009	Int'l Class: 33) Wine
US Federal	DIONIGIA SN: 65326933	Pending May 22, 2011	Int'l Class: 33) Alcoholic beverages except beers
US Federal	KEYHOLE RANCH SN:75-393631 RN:2,258,038	Renewed June 29, 2009	Int'l Class: 33) Wines
US Federal	MARIAN'S RESERVE 65326932	Pending May 22, 2011	Int'l Class: 33) Alcoholic beverages except beers

TM Records	Trademark/SN/RN	Status/Status Date	Brief Goods/Services
US Federal	OMAGGIO SN:75-379008 RN:2,193,840	Renewed October 6, 2008	(Int'l Class: 33) Wines
US Federal	S VENOM and Design SN:78-948240 RN:3,272,350	Registered July 31, 2007	(Int'l Class: 33) Wine
US Federal	SHARING UNCOMMON GROUND SN:76-601480 RN:3,098,637	Registered May 30, 2006	(Int'l Class: 33) Wine
US Federal	VENOM SN:76-206615 RN:2,592,852	Registered 8 & 15 May 10, 2008	(Int'l Class: 33) Wine (and spirits)
US State CALIFORNIA	CHIANTI STATION RN:88,953	CA: Renewed November 22, 2008	(Int'l Class: 33) Bottled wine
WIPO International Registration and Extensions of Protection to Australia, European Community Trade Mark, China, Finland, S. Korea, Switzerland, Norway, and Russian	SEGHESIO RN:981181	Registered October 8, 2008	(Int'l Class: 33) Wines.

TM Records	Trademark/SN/RN	Status/Status Date	Brief Goods/Services
Federation			
Aruba	SEGHESIO RN: 28719	Registered: August 10, 2010	(Int'l Class: 33) Alcoholic beverages except beer.
Brazil	SEGHESIO AN: 903665859	Pending May 20, 2011	(Int'l Class: 33) Wine
Canada	SEGHESIO AN:1414781 RN:TMA764504	Registered April 20, 2010	(Int'l Class: 33) (1) Wine.
Hong Kong	SEGHESIO AN:301544337	Hong Kong Registered Last Status Received: Registered: February 11, 2010	(Int'l Class: 33) Alcoholic beverages (except beers); wine.
India	SEGHESIO AN: 1765439 RN: 1765439	Registered December 18, 2008	(Int'l Class: 33) Wine
Japan	SEGHESIO AN:47924/10	Pending June 17, 2010	(Int'l Class: 33) Wine. Other alcoholic beverages of fruit; Western liquors [in general]

SCHEDULE 3

COPYRIGHTS

[TO BE FINALIZED]

SCHEDULE 4

DOMAIN NAMES

seghesio.com

seghesio.net