

08/08/2011

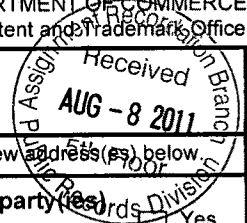
Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 0)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office. Please do not file this document or the new address(es) below.

8/8/2011

1. Name of conveying party(ies):

FAVIA ERICKSON WINEGROWERS, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LEVIATHAN WINE COMPANY, LLC

Internal Address: _____

Address: _____

Street Address: 1432 Main Street

City: Helena

State: California

Country: United States Zip: 94574

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 11, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,564,097

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Barry A. Brust

Internal Address: Pircher, Nichols & Meeks

Street Address: 1925 Century Park East, Ste. 1700

City: Los Angeles

State: California Zip: 90067

Phone Number: 310-201-8963

Fax Number: 310-564-1863

Email Address: bbrust@pnmc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/08/2011 AMULLINS 00000030 3564097
Deposit Account Number _____

01 FC:8521

Authorized User Name _____ 40.00 OP

9. Signature:

Barry A. Brust
Signature

August 3, 2011

Date

Barry A. Brust

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004603 FRAME: 0307

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**"), dated as of April 11, 2010 (the "**Effective Date**"), is by and between FAVIA ERICKSON WINEGROWERS, LLC, a California limited liability company ("**Assignor**"), and LEVIATHAN WINE COMPANY, LLC, a California limited liability company ("**Assignee**").

RECITALS

A. Assignor and Assignee are parties to that certain Contribution and Security Agreement, dated as of April 11, 2011 (the "**Contribution Agreement**"). All capitalized terms used herein without definition shall have the same meanings as set forth in the Contribution Agreement.

B. Pursuant to the Contribution Agreement, Assignor has agreed to contribute, assign and transfer certain intellectual property related to Leviathan Business.

C. Assignor is the owner of (i) the domain names www.leviathanwine.com, www.wineleviathan.com, and all of the related web pages (the "**Domain Names**"), which are registered in the name of Assignor with Network Solutions, and (ii) the registered trademark "LEVIATHAN", U.S. registration number 3564097, (the "**Trademark**").

D. Assignor desires to assign the Domain Names and the Trademarks to Assignee, and Assignee desires to accept such assignment, on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. For value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution and delivery of this Assignment by the parties hereto, Assignor hereby unconditionally assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the (i) the Domain Names, and (ii) the Trademark.

2. Representation and Warranties. Assignor represents and warrants to the Assignee that it is the sole owner of the Domain Names and the Trademark and that no other party has any rights in the Domain Names and the Trademark. To Assignor's knowledge, no other party has asserted any rights in the Domain Names or the Trademark or brought or threatened in writing any claim that the Domain Names or the Trademark violate any copyright, trademark, trade secret or other third-party proprietary right. Assignor agrees not to register any domain names that are confusingly similar to the Domain Names or to register any trademarks that are confusingly similar to the Trademark. Assignor further agrees not to utilize the Trademark, or any confusingly similar mark, including, but not limited to, on any web site operated by Assignor without Assignee's prior written approval.

3. Further Assurances. From and after the Effective Date, for the purpose of giving effect to, or evidencing or giving notice of, the transfer to Assignee of the Domain Names and the Trademark, Assignor agrees to cooperate with Assignee, to take or cause to be taken, all appropriate action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations and third-party requirements, including, without limitation, executing such other documents as may be reasonably requested by Assignee, obtaining any necessary permits, consents, approvals, authorizations and qualifications and making any required filings and submissions (including complying with the requirements of Network Solutions to effectuate re-registration of the Domain Names to Assignee) and the requirements of the U.S. Patent and Trademark Office to effectuate the transfer of the Trademark. Assignor shall join with Assignee in executing and filing with the U.S. Patent and Trademark Office (the "PTO") a "short form" assignment of the Trademark.

4. Governing Law. This Assignment shall be interpreted, construed and enforced in accordance with the Laws of the State of California.

5. Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective legal representatives, successors and assigns and nothing in this Assignment, express or implied, is intended to confer any right or remedies upon any other person.


6. Counterparts; Delivery. This Assignment may be executed and delivered in two or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this Assignment by facsimile or as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

[Signatures appear on following page.]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:


FAVIA ERICKSON WINEGROWERS, LLC
a California limited liability company

By: 
Name: Andrew Erickson
Title: Member

ASSIGNEE:

LEVIATHAN WINE COMPANY, LLC,
a California limited liability company

By: Favia Erickson Winegrowers, LLC,
a California limited liability company,
sole member

By: 
Name: Andrew Erickson
Title: Member