

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
Fax Number: 7072556876 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 707-252-7122 Email: tmdept@dpf-law.com Correspondent Name: J. Scott Gerien Address Line 1: 1455 First Street, Suite 301 Address Line 4: Napa, CALIFORNIA 94559																											
ATTORNEY DOCKET NUMBER:	STEM4-001 (O WINES)																										
NAME OF SUBMITTER:	J. Scott Gerien																										
Signature:	/J. Scott Gerien/																										
Date:	09/26/2012																										
Total Attachments: 3 source=III (2)#page1.tif source=III (2)#page2.tif source=III (2)#page3.tif																											

CH \$40.00 3583266

ASSIGNMENT OF RIGHTS

This Assignment of Rights (this "Assignment") is made and entered into as of this 6th day of September, 2012 pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 6, 2012, by and among Ste. Michelle Wine Estates Ltd., a Washington corporation, or its affiliate ("Buyer"), Big O Wine Company, a Delaware corporation ("Seller"), and Bob Johanson, Kathy Johanson, Greg Lill and Stacy Lill, each individual residents of the State of Washington and the stockholders of Seller.

- A. Seller has adopted, used and is using the trademark listed below, registered in the U.S. Patent and Trademark Office, and owns all right, title and interest to the same, including all goodwill and common law rights associated therewith (collectively, the "Mark").
- B. Seller is the sole and exclusive owner of all right, title and interest in and to the trade name(s), domain name(s), phone number(s), email address(es), social network account(s), copyrights and other intangible and intellectual property rights and property related to the Business (as defined in the Purchase Agreement) (the foregoing, together with the Mark, are referred to herein as the "Intellectual Property Assets").
- C. Pursuant to the Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer all rights, including without limitation all intellectual property and proprietary rights of every kind, whether arising by operation of law, contract, license or otherwise, and all rights to collect royalties and pursue damages, injunctive relief and remedies for past, current and future infringement and use thereof, used in or associated with the Intellectual Property Assets, including the business, products and goodwill associated therewith and any registrations or pending applications therefor (collectively, the "Intellectual Property Rights"), and Buyer has agreed to purchase the same.

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

1. Seller hereby sells, assigns, transfers and conveys unto Buyer, its successors and assigns all right, title and interest in and to the Intellectual Property Assets and Intellectual Property Rights, including without limitation all Intellectual Property Rights in the Mark listed below and all registrations therefor, all renewals and extensions thereof, and all rights to income, royalties, damages and payments hereafter due or payable with respect to any of the above, and to all causes of action (whether in law or in equity) and the right to sue, counterclaim and recover for any future infringements thereof, the same to be held and enjoyed by Buyer, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property Rights may be granted, as fully and entirely as the same would have been enjoyed by the Buyer, had this Assignment not been made:

U.S. Trademarks

Mark	Reg. No.	Owner	Reg. Date
O WINES (and design)	3583266	Big O Wine Company	March 3, 2009

2. Seller agrees that the Intellectual Property Assets include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of thereof.

3. All representations, warranties and covenants of Seller related to the Intellectual Property Assets as set forth in the Purchase Agreement are incorporated herein by reference.

3. Seller will, at the reasonable request of Buyer and without demanding any further consideration therefor, but at the sole expense of Buyer, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, to assist Buyer in obtaining, perfecting, sustaining and/or enforcing its rights in the Intellectual Property Assets; *provided, however*, that this Assignment shall be effective regardless of whether any such additional documents are executed.

4. The terms and conditions of this Assignment shall inure to the benefit of Buyer, its successors, assigns and other legal representatives, and shall be binding upon Seller, its successors, assigns and other legal representatives.

5. This Assignment shall be construed, performed and enforced in accordance with the laws of the State of Washington, notwithstanding any conflict of law provision to the contrary. Seller submits to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington for the resolution of any dispute with respect to this Assignment.

[Signature Page Follows]

