

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rutz Cellars, Inc.		11/20/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	California Winery Properties, LLC		
<b>Street Address:</b>	1410 Third Street		
<b>City:</b>	San Rafael		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94901		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3238620	RUTZ CELLARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3017607032		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	888-313-3637		
<b>Email:</b>	jmason@copyrightcounselors.com		
<b>Correspondent Name:</b>	John D Mason		
<b>Address Line 1:</b>	4800 Hampden Lane Ste 200		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20814		
<b>NAME OF SUBMITTER:</b>	John D Mason		
<b>SIGNATURE:</b>	/John D Mason/		
<b>DATE SIGNED:</b>	05/22/2014		
<b>Total Attachments: 4</b>			
source=Final Rutz to CWP assignment#page1.tif			
source=Final Rutz to CWP assignment#page2.tif			
source=Final Rutz to CWP assignment#page3.tif			
source=Final Rutz to CWP assignment#page4.tif			

OP \$40.00 3238620

**VOLUNTARY SURRENDER OF POSSESSION OF COLLATERAL AND  
SECURED CREDITOR'S ACCEPTANCE OF COLLATERAL AND OTHER  
PROPERTY IN FULL SATISFACTION OF OBLIGATION**

CURRENT LOAN AMOUNT [REDACTED] San Rafael, California November 20, 2009

This Agreement is made effective as of November 20, 2009, with reference to the Credit Agreement (Accounts Receivable Line of Credit) (Equipment Purchase) and Security Agreement (the "Loan"), UCC-1 Financing Statement, and other documents dated on or about July 7, 2006 (collectively the "Loan Documents") executed by Rutz Cellars, Inc., a California corporation ("Borrower") and the Guaranty executed by Keith Rutz, an individual resident of the State of California ("Guarantor") in favor of Bank of the West ("Lender"), securing Borrower's indebtedness as provided in the Loan (the "Guaranty"). Lender's rights in the Loan and the collateral therefor, including the Guaranty, were transferred by Lender to Raleigh Enterprises, LLC, and thereafter transferred by Raleigh Enterprises, LLC to California Winery Properties, LLC, a California limited liability company ("CWP"), which is now the holder of all right, title and interest in and to the Loan, the Loan Documents, the Guaranty, and the collateral for the Loan.

1. Borrower acknowledges that the Loan is currently in default and agrees that CWP is entitled to foreclose on the property listed or described in the following exhibits, each such exhibit being attached hereto and incorporated herein by this reference as though fully set forth herein, all of which property is collateral for the Loan (collectively, the "Collateral"):

- a. Exhibit A (Winery Equipment),
- b. Exhibit B (Case Goods),
- c. Exhibit C (Intangible Assets),
- d. Exhibit D (Bulk Wine),
- e. Exhibit E (Wine Barrels),
- f. Exhibit F (Cash on Hand), and
- g. Exhibit G (Accounts Receivable).

2. Guarantor acknowledges that the Loan is currently in default and agrees that CWP is entitled to enforce its rights under the Guaranty in accordance with the terms thereof.

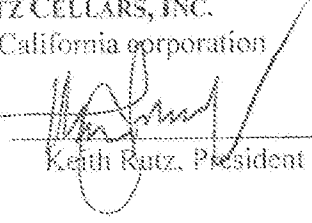
3. Borrower, with the consent and participation of Guarantor, does hereby agree to and does surrender to CWP possession of any and all Collateral which is described in one or more of Exhibit A through Exhibit F to this Agreement, all of which Collateral is located at Building #1, 2064 Gravenstein Highway 116 North, Sebastopol, California, as well as the right to collect any and all of the accounts receivable described in Exhibit G. Borrower hereby authorizes CWP, its agents, employees, and nominees, upon reasonable notice during regular business hours, to enter upon Borrower's business premises and other such places at which any of said Collateral may be located, without fee or cost, for the purpose of inspecting and taking physical possession of any such Collateral.

4. Borrower and Guarantor waive and renounce all right to the Collateral and any right to notification of any sale of any or all of the Collateral pursuant to Commercial Code section 9624 and further waive the right to require disposition of the Collateral pursuant to Commercial Code section 9620(e) and further consent to the foregoing surrender, and agree that the same shall not be deemed in any way to be a release or a waiver of CWP's rights against

IN WITNESS WHEREOF, the undersigned have executed and delivered this Voluntary Surrender of Possession of Collateral and Secured Creditor's Acceptance of Collateral and Other Property in Full Satisfaction of Obligation, to be effective as of the date first written above.

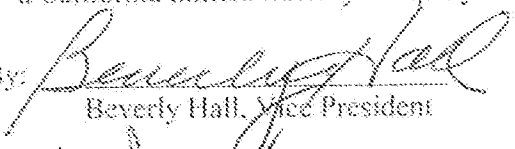
BORROWER:

RUTZ CELLARS, INC.  
a California corporation

By:   
Keith Rutz, President

CWP:

CALIFORNIA WINERY PROPERTIES, LLC  
a California limited liability company

By:   
Beverly Hall, Vice President

GUARANTOR:

  
KEITH RUTZ

Borrower or Guarantor under the Loan Documents or Guaranty or other agreement executed by any of the undersigned except as provided herein. Borrower and Guarantor (a) waive the time for notice thereof as provided in Commercial Code, and (b) consent to the immediate collection of accounts receivable by CWP. Borrower and Guarantor have obtained or had the opportunity to obtain legal counsel regarding the advisability of executing this Agreement.

5. CWP, by this Agreement, hereby notifies Borrower and Guarantor of its intent to accept, in partial satisfaction of Borrower's obligation under the Loan Documents (to the extent of the values indicated in Section 6(a), below) and in full satisfaction of Guarantor's obligation under his Guaranty, the following:

a. The Collateral surrendered hereby by Borrower; and

b. The real property located at 3637 Frei Road, Sebastopol, California, California, together with all improvements thereto and personal assets located thereon, which has been or is being transferred to CWP concurrently herewith via agreement and quitclaim deed, subject to existing easements but free and clear of other liens and encumbrances.

6. For all purposes related to this Agreement, the parties hereto do each hereby acknowledge and agree that, as between them

a. The parties hereto agree that the assets listed and/or described in the Exhibits hereto have the following commercially reasonable aggregate fair market values:

- i. Exhibit A [REDACTED]
- ii. Exhibit B [REDACTED]
- iii. Exhibit C [REDACTED]
- iv. Exhibit D [REDACTED]
- v. Exhibit E [REDACTED]
- vi. Exhibit F [REDACTED] and
- vii. Exhibit G [REDACTED]

b. The real property and improvements described in Section 5(b), above have a commercially reasonable aggregate fair market value of [REDACTED]

7. Borrower and Guarantor consent to CWP's acceptance of the Collateral in satisfaction of Borrower's obligation under the Loan Documents to the extent of the values indicated in Section 6(a), above, and the transfer by Guarantor of the real property described above in full satisfaction of Guarantor's obligation under the Guaranty.

NO FURTHER TEXT ON THIS PAGE  
SIGNATURES COMMENCE ON THE FOLLOWING PAGE

VOLUNTARY SURRENDER OF POSSESSION OF COLLATERAL AND SECURED  
CREDITOR'S ACCEPTANCE OF COLLATERAL AND OTHER PROPERTY IN FULL  
SATISFACTION OF OBLIGATION

EXHIBIT C

Collateral: List of Intangible Assets

The parties to the above agreement intend to transfer to CWP hereby all of Borrower's intangible property of every type and nature, including but not limited to its intellectual property, all of which is intended to be included in the term "Collateral" as used herein and in the agreement.

For purposes of clarity, and without in any way limiting the general effect of the foregoing sentence, the intangible property transferred to CWP shall for all purposes be deemed to include all of Borrower's right, title, and interest in and to:

1. The following names, however and wherever used:
  - a) Marvelous Vineyards
  - b) Rutz Cellars
  - c) Rutz Cellars, Inc.
  - d) Rutz Cellars Vintage Romance; and
  - e) Any other product names Borrower may have ever used in connection with its products or advertising.
2. All representations, images, advertising, artwork, and/or trade styles ever used or created by or for Borrower in connection with its corporate affairs or any of its products.
3. Any other rights or interests Borrower may heretofore have had in any jurisdiction with respect to any of the foregoing.