

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381415

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------|------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Prestige & Tradition, LLC | | 04/19/2016 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Ste. Michelle Wine Estates Ltd. | | |
| Street Address: | 14111 N.E. 145th Street | | |
| City: | Woodinville | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98072 | | |
| Entity Type: | Corporation: WASHINGTON | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3119833 | PATZ & HALL | |
| Registration Number: | 3453150 | PATZ & HALL | |
| Serial Number: | 86156487 | THE SONOMA HOUSE AT PATZ & HALL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7072556876 | | |
| <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> | | | |
| Phone: | 7072527122 | | |
| 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: | STEM004-001 | | |
| NAME OF SUBMITTER: | J. Scott Gerien | | |
| SIGNATURE: | /J. Scott Gerien/ | | |
| DATE SIGNED: | 04/21/2016 | | |
| Total Attachments: 10 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“**Assignment**”) is dated as of April 19, 2016 (the “**Effective Date**”), by and between Patz and Hall Wine Company, Inc., a California corporation (“**Patz**”), Prestige & Tradition, LLC, a California limited liability company (“**Prestige**” and together with Patz, the “**Assignors**”), and Ste. Michelle Wine Estates Ltd., a Washington corporation (“**Assignee**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of April 19, 2016 (the “**Purchase Agreement**”), by and among Assignors, Assignee and the other parties named therein.

RECITALS

A. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignors desire to assign to Assignee all of Assignors’ entire right, title and interest in, to and under each of the Intellectual Property rights included in the Intellectual Property Assets, as more specifically set forth in the Purchase Agreement (the “**Assigned Intellectual Property Assets**”).

B. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignee desires to assume from Assignors all of Assignors’ entire right, title and interest in, to and under each of the Assigned Intellectual Property Assets.

AGREEMENT

Incorporating the recitals set forth above, the parties hereby agree as follows:

1. Assignment. Assignors hereby assign to Assignee and Assignee hereby accepts all of Assignors’ entire right, title and interest in and to all of the Assigned Intellectual Property Assets set forth on Schedule A attached hereto together with all goodwill symbolized thereby and the registrations or pending applications therefor, together with all common law rights, trade name rights, causes of action, and the right to recover damages and payments for past, present or future infringements or misappropriations thereof associated with the Assigned Intellectual Property Assets.

2. Assignors’ Use and Enjoyment. The rights, title and interest assigned under Section 1 above shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

3. Rights to Record. Assignors hereby grant Assignee a power of attorney to file this Assignment before the United States Patents and Trademarks Office, and any country or countries foreign to the United States, if and where applicable, to effect the assignment of Assigned Intellectual Property Assets hereunder in the name of the Assignee. Assignors agree to execute such further documents as are reasonably necessary to record this Assignment before the

applicable international registrars, including, without limitation, the Japanese registrar of trademarks.

4. Governing Law. This Assignment and all matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

5. Instrument of Conveyance Only. This Assignment is being made by Assignors and Assignee pursuant to the requirements of the Purchase Agreement, the terms and conditions of which are incorporated herein by this reference, and this Assignment shall be subject to such terms and conditions. Except for the actual conveyance of the Assigned Intellectual Property Assets as set forth in Section 1 of this Assignment, nothing set forth in this Assignment is intended to or shall expand, enlarge, modify, restrict, limit, or abridge any of the terms, representations, warranties, covenants, conditions, agreements, provisions, rights, benefits, obligations or liabilities of Assignor or Assignee beyond that set forth in the Purchase Agreement. In the event of any conflict, ambiguity or discrepancy between the terms or conditions of the Purchase Agreement and this Assignment, the terms and conditions of the Purchase Agreement shall be controlling in all respects.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment shall be binding and inure to the benefit of the parties and their respective successors and permitted assigns.

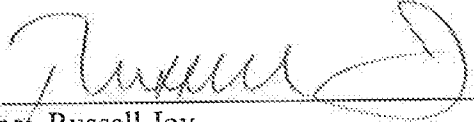
8. Further Assurances. Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[Remainder of this page intentionally left blank]

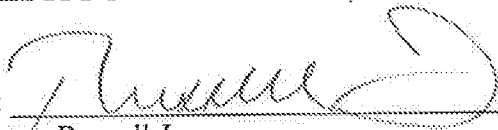
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

"ASSIGNORS"

PATZ AND HALL WINE COMPANY, INC.

By: 
Name: Russell Joy
Title: President

PRESTIGE & TRADITION, LLC

By: 
Name: Russell Joy
Title: President

"ASSIGNEE"

STE. MICHELLE WINE ESTATES LTD.

By: _____
Name: Theodor P. Baseler
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005775 FRAME: 0158

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

"ASSIGNORS"

PATZ AND HALL WINE COMPANY, INC.

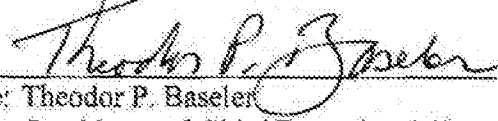
By: _____
Name: Russell Joy
Title: President

PRESTIGE & TRADITION, LLC

By: _____
Name: Russell Joy
Title: President

"ASSIGNEE"

STE. MICHELLE WINE ESTATES LTD.


By: 
Name: Theodor P. Baselet
Title: President and Chief Executive Officer


[Signature Page to Intellectual Property Assignment]

SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY ASSETS

A. Trademarks

| Country | Serial No./ Filing Date | Mark/Owner | Status | Class/Goods |
|----------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| United States | 78-626,903 5/10/2005 |  PATZ & HALL Prestige & Tradition, LLC | Registered U.S. Reg. No. 3,119,833 Issued 7/25/2006 | IC 033 for Wine |
| United States | 77-311,641 10/23/2007 | PATZ & HALL Prestige & Tradition, LLC | Registered U.S. Reg. No. 3,453,150 Issued 6/24/2008 | IC 033 for Wines |
| United States | 86-156,487 1/2/2014 | THE SONOMA HOUSE AT PATZ & HALL Prestige & Tradition, LLC | Pending | IC 035 for Retail store services featuring beverage-related products IC 041 for Entertainment services, namely, beverage tastings; Social club services, namely, arranging, organizing, and hosting social events, get- togethers, and parties for club members. |

| Country | Serial No./ Filing Date | Mark/Owner | Status | Class/Goods |
|---------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------|
| Japan | USPTO Ref. No. A0045407 Madrid/Japan 9/30/2013 |  PATZ & HALL Prestige & Tradition, LLC | Grant of Protection Issued Int'l Reg. No. 1223498 Reg. Date: 9/30/2014 | 033 for Wines |
| Japan | USPTO Ref. No. A0045388 Madrid/Japan 9/30/2014 | PATZ & HALL Prestige & Tradition, LLC | Grant of Protection Issued Int'l Reg. No. 1222067 Reg. Date: 9/30/2014 | 033 for Wines |

B. Copyrights

Unregistered copyrights in all copyrightable (1) label designs for all products associated with the products set forth in Section I(A), (2) product descriptions, and (3) text and graphics appearing on the www.patzhall.com website.

C. Domain Names

www.patzhall.com and www.patzhallwinery.com (each owned by Patz & Hall Wine Company)

D. Websites (and the Content Therein)

www.patzhall.com and www.patzhallwinery.com

E. Trade Names

Patz & Hall, Patz & Hall Vineyards, Patz & Hall Winery, Feast of Fools, Patz & Hall Cellars, and Patz & Hall Wine Co.

F. Social Media Accounts

Facebook: <https://www.facebook.com/pages/Patz-Hall/39505671162>

Twitter: @PatzHall - <https://twitter.com/PatzHall>

Instagram: patzhall - <https://www.instagram.com/PatzHall/>

Google+:

<https://plus.google.com/u/0/114161567651236195740>

Pinterest: <https://www.pinterest.com/patzhall/>

G. Label Design

Label design for Patz & Hall branded wine as demonstrated in labels set forth below:



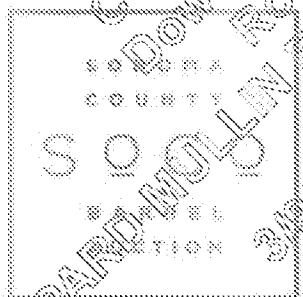
From 2015 COLA: 15257001000407





From 2012 COLA: 12258001000177

CONFIDENTIAL
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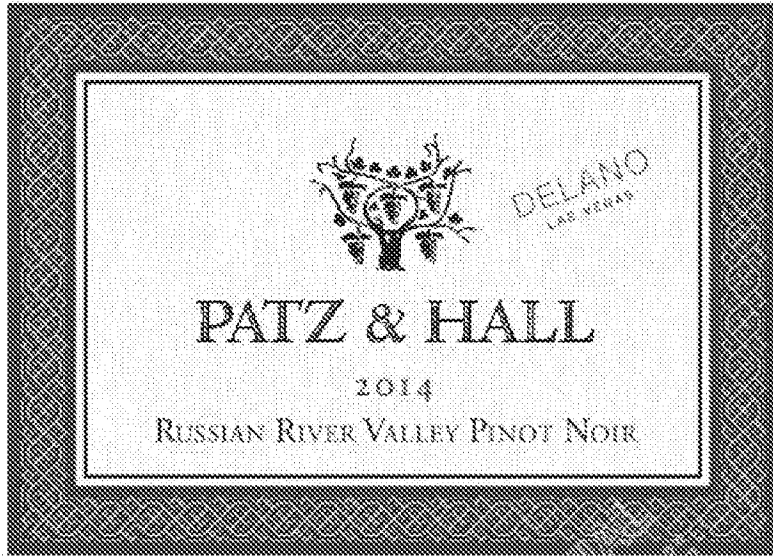
PATZ & HALL
SONOMA COAST

2014 | PINGOT NOIR

ALC. 14.5% BY VOL.



Image Type:
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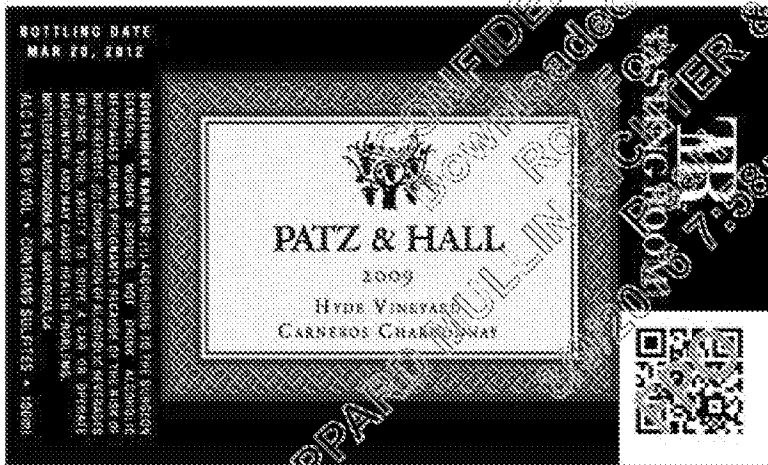
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