

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, Grand CRU Properties, LLC, a Virginia limited liability company (“Company”), does hereby grant, bargain, sell, convey, transfer, assign and deliver unto _____ (“Purchaser”) all of Company’s right, title and interest in and to all of the Trademarks as hereafter defined.

The term “Trademarks” means, collectively, (1) the Federal Trademarks; (2) the State Trademarks; (3) the Labels; (4) the Common Law Marks; and (5) the Trademark Rights.

1. Federal Trademarks. The “Federal Trademarks” are the trademarks and service marks listed on Schedule 1 attached hereto that have been previously registered by the United States Patent and Trademark Office (“USPTO”).

2. State Trademarks. The “State Trademarks” are the trademarks and service marks listed on Schedule 2 attached hereto that have been previously registered with state trademark agencies or authorities.

3. Labels. The “Labels” are the brand names and bottle labels listed on Schedule 3 attached hereto that have previously been approved by the United States Alcohol and Tobacco Tax and Trade Bureau (the “TTTB”).

4. Common Law Marks. The “Common Law Marks” are the trademarks and service marks listed on Schedule 4 attached hereto that have previously been used in commerce to identify or distinguish goods or services produced at, or associated with, the Kluge Estate Winery and Vineyard in Albemarle County, Virginia, but which, to Company’s knowledge, have not been registered with the USPTO or any state trademark agency or authority.

5. Trademark Rights. The “Trademark Rights” are (i) all goodwill associated with the Federal Trademarks, the State Trademarks, the Labels and the Common Law Marks; (ii) all worldwide rights to apply to register any of the Federal Trademarks, the State Trademarks, the Labels and the Common Law Marks with trademark agencies and authorities in all jurisdictions throughout the World and for such registrations to be issued in the name of Purchaser; and (iii) all rights to sue for past, present or future infringement of any of the Federal Trademarks, the State Trademarks and the Common Law Marks.

6. No Warranties. THE TRADEMARKS ARE SOLD AND ASSIGNED TO PURCHASER “AS IS” AND “WITH ALL FAULTS.” COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE TRADEMARKS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ASSUMES THE ENTIRE RISK OF THE USE OF THE TRADEMARKS AND WAIVES AND RELEASES COMPANY FROM ANY AND ALL LIABILITY ARISING OUT OF, OR RELATING TO, ANY USE OF THE

TRADEMARKS BY, OR ON BEHALF OF, PURCHASER. WITHOUT LIMITING THE FOREGOING DISCLAIMER, COMPANY DOES NOT WARRANT THAT (I) ANY OF THE TRADEMARKS BESTOW ANY EXCLUSIVE RIGHTS ON THE PURCHASER OR THE HOLDER THEREOF; (II) ANY OF THE FEDERAL AND STATE TRADEMARKS REMAIN AS VALIDLY ISSUED OR UNEXPIRED REGISTRATIONS; (III) ANY OF THE LABELS MAY BE USED BY PURCHASER OR THE HOLDER OF THE TRADEMARKS; (IV) THE TRADEMARKS DO NOT INFRINGE, MISAPPROPRIATE OR VIOLATE, THE TRADEMARK, PROPRIETARY, CONTRACTUAL OR OTHER RIGHTS OF ANY THIRD PARTY; AND (V) ALL NECESSARY CONSENTS, PERMISSIONS, LICENSES, APPROVALS OR REGISTRATIONS (INCLUDING ALL NECESSARY AUTHORIZATIONS BY THE TTTB) TO USE ANY OF THE TRADEMARKS HAVE BEEN ACQUIRED OR OBTAINED AND CONVEYED TO PURCHASER OR THE HOLDER OF THE TRADEMARKS.

7. Maintenance; Compliance. Purchaser shall be responsible for making all necessary or appropriate filings with the USPTO, any state trademark agency or authority and the TTTB (i) to document or evince Purchaser's ownership of the Federal Trademarks, the State Trademarks and the Labels; and (ii) to maintain all federal and state registrations for the Federal Trademarks and the State Trademarks and all registrations for the Labels with the TTTB. Purchaser shall also comply with all applicable laws and regulations, and obtain all appropriate governmental approvals, pertaining to the provision, production, distribution, sale, advertising and labeling of wines, products and services under the Trademarks.

8. Exclusions. The Trademarks expressly exclude the CRU Trademarks. The "CRU Trademarks" are the following marks and/or labels, together with all of the rights described in Section 5 above relating thereto: (i) "CRU KLUGE ESTATE;" (ii) "CRU;" (iii) "KLUGE ESTATE-CRU;" and (iv) the mark "CRU" utilized in conjunction with a cameo of Patricia Kluge. Nothing in this Bill of Sale and Assignment grants to Purchaser any rights in or to the CRU Trademarks, including any right to prevent or enjoin any other person or entity from using any of the CRU Trademarks in connection with the production, marketing and sale of CRU wine.

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IN WITNESS WHEREOF, Company has duly executed this Bill of Sale and Assignment as of the ____ day of April 2011.

GRAND CRU PROPERTIES, LLC

By: _____

Name: _____

Title: _____

Schedule 1 to Bill of Sale and Assignment

Federal Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Kluge Estate	76/571377	1/22/04	2996539	9/20/05
Albemarle Farm	76/571383	1/22/04	2996542	9/20/05
Kluge Estate 2001 New World Red Wine Albemarle County Virginia (stylized design)	76/571381	1/22/04	2996541	9/20/05
Albemarle	76/571378	1/22/04	3110662	6/27/06
Stylized design of cameo portrait of Patricia Kluge	76/571380	1/22/04	3008255	10/25/05
Kluge Estate Farm Shop	76/572748	1/29/04	2950666	5/10/05

Schedule 2 to Bill of Sale and Assignment

State Trademarks

1. Connecticut - Department of Consumer Protection
 - a. Alcoholic Brand Name: Kluge Estate New World Brut
 - i. Registrant: Kluge Estate Winery & Vineyard
 - ii. Registration #: 51104
 - iii. Effective Period: 04 April 2006 - 03 April 2009
 - b. Alcoholic Brand Name: Kluge Estate Albemarle Simply Red
 - i. Registrant: Kluge Estate Winery & Vineyard
 - ii. Registration #: 51107
 - iii. Effective Period: 04 April 2006 - 03 April 2009
 - c. Alcoholic Brand Name: Kluge Estate New World Red
 - i. Registrant: Kluge Estate Winery & Vineyard
 - ii. Registration #: 51103
 - iii. Effective Period: 04 April 2006 - 03 April 2009
 - d. Alcoholic Brand Name: Kluge Estate Albemarle Simple Red
 - i. Registrant: Kluge Estate Winery & Vineyard
 - ii. Registration #: 51106
 - iii. Effective Period: 04 April 2006 - 03 April 2009
 - e. Alcoholic Brand Name: Kluge Estate New World Aperitif
 - i. Registrant: Kluge Estate Winery & Vineyard
 - ii. Registration #: 51105
 - iii. Effective Period: 04 April 2006 - 03 April 2009

Schedule 3 to Bill of Sale and Assignment

Labels

1. Brand Name: Kluge
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06179-000-000003
 - iii. Date Issued: 30 June 2006

2. Brand Name: Kluge SP - Reserve
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06179-000-000005
 - iii. Date Issued: 30 June 2006

3. Brand Name: Kluge SP-Rose
 - i. Registrant: NONE SHOWN ON APPLICATION
 - ii. TTB ID#: 06179-000-000006
 - iii. Date Issued: 30 June 2006

4. Brand Name: Kluge SP - Blanc De Noir
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06179-000-000004
 - iii. Date Issued: 30 June 2006

5. Brand Name: Kluge - Sparkling Wine Albemarle County
 - i. Registrant: House and Garden Company, LLC
 - ii. TTB ID#: 03090-003-000066
 - iii. Date Issued: 08 April 2003

6. Brand Name: Kluge Estate
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06083-000-000007
 - iii. Date Issued: 20 March 2006

7. Brand Name: Kluge Estate - Albemarle County Red Wine - New World Red Wine
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate
 - ii. TTB ID#: 02017-000-000067
 - iii. Date Issued: 23 January 2002

8. Brand Name: Kluge Estate - Albemarle County Red Wine - New World Red Wine
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 02308-003-000038
 - iii. Date Issued: 12 November 2002
9. Brand Name: Albemarle - Simply Red
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06088-000-000108
 - iii. Date Issued: 05 April 2006
10. Brand Name: Albemarle — Simply Red
 - i. Registrant: Kluge Estate Winery and Vineyard
 - ii. TTB ID#: 05125-000-000092
 - iii. Date Issued: 11 May 2005
11. Brand Name: Albemarle — Simply Red
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery and Vineyard
 - ii. TTB ID#: 04239-000-000159
 - iii. Date Issued: 31 Aug 2004; Expiration Date: 31 May 2005
12. Brand Name: Albemarle - Rose
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06087-000-000129
 - iii. Date Issued: 04 April 2006
13. Brand Name: Kluge Estate - Albemarle - Rose
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTBID#: 04111-000-000124
 - iii. Date Issued: 20 April 2004
14. Brand Name: Albemarle - Viognier
 - i. Registrant: House and Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 06083-000-000008
 - iii. Date Issued: 03 April 2006
15. Brand Name: Kluge Estate - New World Aperitif Wine
 - i. Registrant: House & Garden Company, LLC
dba Kluge Estate Winery & Vineyard
 - ii. TTB ID#: 04131-000-000002
 - iii. Date Issued: 13 May 2004

Schedule 4 to Bill of Sale and Assignment

Common Law Marks

1. Kluge Estate Winery and Vineyard
2. Kluge Estate New World Brut
3. Kluge Estate Albemarle Simply Red
4. Kluge Estate New World Red
5. Kluge Estate New World Aperitif
6. Kluge
7. Kluge SP – Reserve
8. Kluge SP-Rose
9. Kluge SP - Blanc De Noir
10. Kluge - Sparkling Wine Albemarle County
11. Kluge Estate
12. Kluge Estate – Albemarle County Red Wine – New World Red Wine
13. Albemarle - Simply Red
14. Albemarle Rose
15. Kluge Estate - Albemarle - Rose
16. Albemarle – Viognier
17. Kluge Estate - New World Aperitif Wine