

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Declaration in Support of Acquisition of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Business Credit, Inc.		03/09/2003	CORPORATION: MINNESOTA
Rutherford Benchmarks, Inc.		03/09/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bronco Wine Company		
Street Address:	6342 Bystrum Road		
City:	Ceres		
State/Country:	CALIFORNIA		
Postal Code:	95307		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2349689	MAXUS	
Registration Number:	1370469	QUAIL RIDGE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 951-7990		
Email:	hbohnet@ropesgray.com		
Correspondent Name:	Herbert F. Bohnet, Esq.		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	BWIM-T-083		
NAME OF SUBMITTER:	Herbert F. Bohnet, Esq.		
Signature:	/herbert f. bohnet/		

CH \$65.00 2349689

Date:

11/11/2005

Total Attachments: 8

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Declaration in Support of Acquisition of Trademarks

I, Fred T. Franzia, hereby declare that:

On March 9, 2003, Bronco Wine Company (“Bronco”) entered into an Agreement for Purchase and Sale of Assets (the “Agreement”) with Wells Fargo Business Credit, Inc. (“Seller”), as secured creditor of Rutherford Benchmarks, Inc. (“Debtor”), a Delaware corporation, doing business as Quail Ridge Cellars and Vineyards;

Seller was the lender on a secured commercial loan to Debtor under a Credit and Security Agreement dated August 9, 2000 (the “Credit Agreement”);

Under the Credit Agreement, Debtor granted Seller security interests in substantially all of its assets, including but not limited to all of Debtor’s trade names, labels, trademarks, service marks and trademark registrations (the “Marks”);

Debtor defaulted on its obligations under the Credit Agreement and Seller, with Debtor’s consent, agreed to sell all of its assets by private foreclosure sale to Bronco;

Pursuant to the Agreement, Seller transferred to Bronco all of Seller’s right, title, and interest in the Marks;

Specifically, and without limiting the foregoing, the following federal trademark registrations were transferred to Bronco pursuant to the Agreement:

Trademark	Serial No./Registration No.:	Filing Date/Registration Date:
MAXUS	2,349,689	5/16/00
QUAIL RIDGE	1,370,469	11/17/85

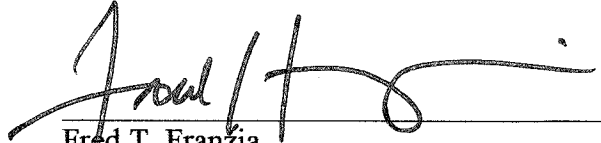
A copy of the Agreement is submitted with this declaration.

The undersigned being duly warned hereby that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that he is properly authorized to make this declaration

on behalf of the Owner/Registrant/Applicant; that all statements made of his own knowledge are true; and that all statements made on information and belief are believed to be true.

BRONCO WINE COMPANY

Date: Oct 11, 2005



Fred T. Franzia
Chief Financial Officer

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

As of March __, 2003, Wells Fargo Business Credit, Inc. ("Seller") as secured creditor of Rutherford Benchmarks, Inc., a Delaware corporation, doing business as Quail Ridge Cellars and Vineyards, under bonded Premises No. BW 4782 formerly located at 1155 Mee Lane, Rutherford, California 94573 ("Debtor"), and Bronco Wine Company, a California corporation operating under Bonded Premises No. BW 4666 ("Buyer") entered into the following agreement for the disposition from Seller to Buyer of all Seller's right, title, and interest in Debtor's wine inventory of case goods set forth in Attachment A (the "Wine"), and Seller's interest in Debtor's trade names, labels, trademarks, service marks, and registrations of the names "Black Burgundy Thousand Oaks", "Foxbrook", "Maxus", "Midnight Millennium", "Quail Creek", "Quail Ridge", "Quail Ridge-Napa Valley", "Quail Ridge Reserve", "Rutherford Benchmark", or any other combinations of those names owned by Seller, as set forth in Attachment B (the "Trademarks").
The Wine and the Trademarks are collectively referred to herein as the "Assets."

RECITALS

Seller is the lender on a secured commercial loan to Debtor under a Credit and Security Agreement dated August 9, 2000 (the "Credit Agreement").

Debtor produced, bottled and distributed varietal wines under the Trademarks.

Under the Credit Agreement, Debtor granted to Seller security interests in substantially all of its assets, including but not limited to the Assets.

Debtor defaulted on its obligations under the Credit Agreement and Seller, with Debtor's consent, has agreed to sell the Assets by private foreclosure sale to Buyer. Pursuant to California Uniform Commercial Code Section 9610, Seller wishes to sell and Buyer wishes to buy all of Seller's right, title, and interest in the Assets.

AGREEMENT

SELLER, DEBTOR AND BUYER AGREE AS FOLLOWS:

1. Debtor has provided Buyer with an estimated inventory of the Wine as of the close of business on December 31, 2002, a copy of which is attached hereto as Attachment A, which inventory Buyer acknowledges to be based on the Debtor's books and records, and not any business records of Seller. Seller makes no representation or warranty concerning the completeness or accuracy of Attachment A.
2. Subject to the terms and conditions set forth in this Agreement and pursuant to California Uniform Commercial Code Section 9610, Seller agrees to sell, convey, transfer and assign to Buyer, and Buyer agrees to purchase from Seller, all of the Assets.
3. The purchase price for the Assets shall be [REDACTED], subject to adjustments up or down as set forth in Section 7 below:

In witness whereof, the parties set their signatures hereto as of the date first above written

DATED: _____

SELLER

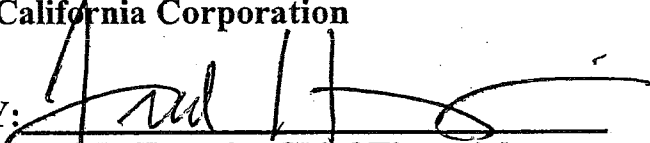
**Wells Fargo Business Credit, Inc.,
as secured creditor of Rutherford
Benchmarks, Inc.**

BY: _____

DATED: 3/9/03
@Car

BUYER

**Bronco Wine Company
A California Corporation**

BY: 
Fred T. Franzia, Chief Financial
Officer

DATED: _____

DEBTOR

**Rutherford Benchmarks, Inc.
A Delaware Corporation**

BY: _____
Phillip Wade, Chief Executive Officer
Signature represents agreement of all
shareholders.

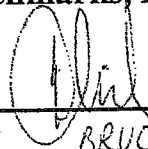
REDACTED

In witness whereof, the parties set their signatures hereto as of the date first above written

DATED: _____

SELLER

Wells Fargo Business Credit, Inc.,
as secured creditor of Rutherford
Benchmarks, Inc.

BY:  _____
BRUCE CHIK, VICE PRESIDENT

DATED: _____

BUYER

Bronco Wine Company
A California Corporation

BY: _____
Fred T. Franzia, Chief Financial
Officer

DATED: _____

DEBTOR

Rutherford Benchmarks, Inc.
A Delaware Corporation

BY: _____
Phillip Wade, Chief Executive Officer
Signature represents agreement of all
shareholders.

REDACTED

In witness whereof, the parties set their signatures hereto as of the date first above written

DATED: _____

SELLER

Wells Fargo Business Credit, Inc.,
as secured creditor of Rutherford
Benchmarks, Inc.

BY: _____

DATED: _____

BUYER

Bronco Wine Company
A California Corporation

BY: _____

Fred T. Franzia, Chief Financial
Officer

DATED: _____

DEBTOR

Rutherford Benchmarks, Inc.
A Delaware Corporation

BY: Phillip Wade CEO

Phillip Wade, Chief Executive Officer

~~Signature represents agreement of all
shareholders~~

REDACTED

ATTACHMENT B

(Trademarks)

REDACTED

