



Artist Series Label Assignment and Release

This Assignment and release is dated as of _____, by and between _____ (“Artist”) and JUSTIN Vineyards & Winery (“Winery”) with reference to the following fact:

- A. The Winery has hired Artist to develop certain designs, labels, artwork, trademarks, trade names, and other similar intangibles (the “Artwork”) for and on behalf of the Winery.
- B. Artist desires to assign all of his/her rights and interests in and to the Artwork to the Winery and the Winery desires to accept such assignment.

Now, THEREFORE, for good and valuable consideration as hereinafter set forth, the parties agree as follows:

1. Artist permanently gives physical possession of and hereby assigns, transfers, and conveys all of his/her right, title, and interest in and to any and all Artwork that he/she has made, conceived, developed, either solely or jointly with others, relating to the business or the Winery, whether or not such conception or making involves the use of the Winery’s time, facilities, equipment, or personnel, and all the United States and foreign trademark or copyrights or applications with respect thereto.
2. Artist agrees to execute and deliver to the Winery all such instruments that may be necessary or proper to vest titles in and to the artwork in the Winery, and to assist the Winery in the prosecution or defense of any interference which may be declared involved with respect to any of said Artwork. Artist shall be remunerated for any time spent in such defense.
3. Artist hereby releases and discharges the Winery and all other parties, their assigns, agents, servants, heirs, executors, administrators, officers, directors, employees, representatives, attorneys, and successors from any and all claims, liabilities, actions, and causes of action, whether in law or in equity, which Artist has against the Winery in connection with or related to the Artwork; and Artist hereby warrants, represents and agrees that the Artworks are the original work for the design and that he/she has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm partnership, corporation or entity whatsoever, any right, title or interest in or to the artwork. Artist may include samples of said designs in his/her portfolio for the purpose of displaying his/her work.
4. Should Artist submit Artwork and Winery not use the submitted design, then Winery at its own expense shall return Artwork with the understanding the Winery shall not or will not use Artwork in any manner whatsoever.

5. Should Artist submit Artwork and Winery use the submitted design, then Winery will pay Artist in full for the services rendered by Artist to the Winery in connection with the development of the Artwork and as consideration for the assignment of Artist's interest in the Artwork, the Winery shall pay Artist a fee of:
- a) Two nights lodging in the JUST Inn for two during midweek days (Sunday through Thursday)
 - b) Dinner and wine pairing for two in Deborah's Room during either night of lodging
 - c) Winery Tour and Tasting of current release wines
 - d) Two Guest Chef Dinners at any regularly scheduled JUSTIN Guest Chef Dinner
 - e) Two Cases of any JUSTIN Wine on which your art appears
 - f) Two T-shirts & Posters on which your art appears
 - g) Check in the amount of \$200.00

IN WITNESS WHEREOF, the parties hereto executed this agreement on the date set forth above as evidence of their understanding and acceptance of all the terms set forth above.

“ARTIST”

(Signature)

(Print First & Last Name)

(Street Address)

(City, State, Zipcode)

(Email Address)

(Phone Number)

“WINERY”

Justin C. Baldwin