

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP		07/31/2012	LIMITED LIABILITY PARTNERSHIP:

RECEIVING PARTY DATA

Name:	E. & J. Gallo Winery
Street Address:	600 Yosemite Boulevard
City:	Modesto
State/Country:	CALIFORNIA
Postal Code:	95354
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2810532	
Registration Number:	2761823	SHAKERS
Registration Number:	2788795	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: kristi.whalen@ejgallo.com

Correspondent Name: Kristi W. Whalen

Address Line 1: 600 Yosemite Boulevard

Address Line 2: Legal Department

Address Line 4: Modesto, CALIFORNIA 95354

ATTORNEY DOCKET NUMBER:	SHAKERS
NAME OF SUBMITTER:	Kristi W. Whalen

OP \$90.00 2810532

Signature:	/kw/
Date:	08/28/2012
Total Attachments: 6 source=Penguin Design TM Assignment#page1.tif source=Penguin Design TM Assignment#page2.tif source=SHAKERS TM Assignment#page1.tif source=SHAKERS TM Assignment#page2.tif source=Bottle Design TM Assignment#page1.tif source=Bottle Design TM Assignment#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 31st day of July, 2012, by and between Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, an Illinois Limited Liability Partnership located in Chicago, Illinois ("Pattishall"), and E. & J. Gallo Winery, a California corporation located in Modesto, California ("Gallo"). Pattishall and Gallo are collectively referred to herein as the "Parties."

WHEREAS, Pattishall, acting as an agent for Gallo, acquired from Infinite Spirits, Inc. ("Infinite Spirits") all right, title and interest in and to the trademark shown below (the "Mark"), including U.S. Trademark Registration No. 2810532 and all common law rights, along with all goodwill associated with the Mark:



; and

WHEREAS, Pattishall now wishes to assign to Gallo all right, title and interest in and to the Mark, and all goodwill associated with the Mark, acquired from Infinite Spirits;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Pattishall hereby assigns and transfers to Gallo all right, title and interest in and to the Mark, including U.S. Trademark Registration No. 2810532 and all common law rights, along with all goodwill associated with the Mark. This assignment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

2. Consideration. Gallo has compensated Pattishall for its efforts in connection with its acquisition of the Mark and for performing related services, and Gallo has also provided funds for Pattishall to acquire the Mark from Infinite Spirits. The Parties agree that the foregoing is good and valuable consideration for this Agreement.

3. Execution in Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

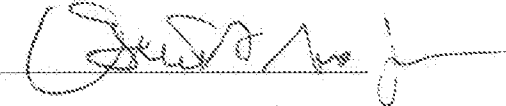
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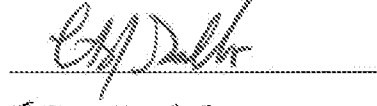
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IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute this Agreement below on its behalf.

PATTISHALL, McAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP

E. & J. GALLO WINERY

By: 

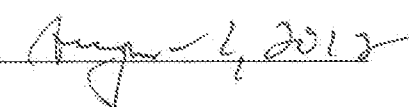
By: 

Name: Brett A. August

Name: ERNEST J. GALLO

Title: Member

Title: VICE PRESIDENT - SPIRITS

Date:  August 4, 2012

Date: ~~8/13/12~~ 8/3/12

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WHEREAS, Pattishall, acting as an agent for Gallo, acquired from Infinite Spirits, Inc. ("Infinite Spirits") all right, title and interest in and to the SHAKERS trademark (the "Mark"), including U.S. Trademark Registration No. 2761823 and all common law rights, along with all goodwill associated with the Mark; and

WHEREAS, Pattishall now wishes to assign to Gallo all right, title and interest in and to the Mark, and all goodwill associated with the Mark, acquired from Infinite Spirits;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

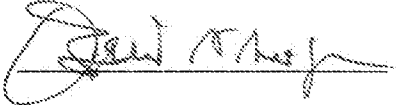
1. Assignment. Pattishall hereby assigns and transfers to Gallo all right, title and interest in and to the Mark, including U.S. Trademark Registration No. 2761823 and all common law rights, along with all goodwill associated with the Mark. This assignment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.
2. Consideration. Gallo has compensated Pattishall for its efforts in connection with its acquisition of the Mark and for performing related services, and Gallo has also provided funds for Pattishall to acquire the Mark from Infinite Spirits. The Parties agree that the foregoing is good and valuable consideration for this Agreement.
3. Execution in Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original.

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PATTISHALL, McAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP

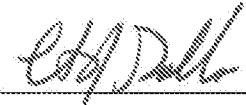
By: 

Name: Brett A. August

Title: Member

Date: August 1, 2012

E. & J. GALLO WINERY

By: 

Name: ERNEST J. GALLO

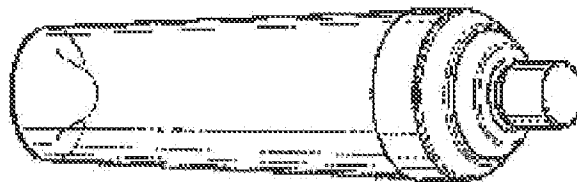
Title: VICE PRESIDENT - SPIRITS

Date: 8/3/12

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WHEREAS, Pattishall, acting as an agent for Gallo, acquired from Infinite Spirits, Inc. ("Infinite Spirits") all right, title and interest in and to the bottle configuration depicted below (the "Mark"), including U.S. Trademark Registration No. 2788795 and all common law rights, along with all goodwill associated with the Mark:



; and

WHEREAS, Pattishall now wishes to assign to Gallo all right, title and interest in and to the Mark, and all goodwill associated with the Mark, acquired from Infinite Spirits;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Pattishall hereby assigns and transfers to Gallo all right, title and interest in and to the Mark, including U.S. Trademark Registration No. 2788795 and all common law rights, along with all goodwill associated with the Mark. This assignment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

2. Consideration. Gallo has compensated Pattishall for its efforts in connection with its acquisition of the Mark and for performing related services, and Gallo has also provided funds for Pattishall to acquire the Mark from Infinite Spirits. The Parties agree that the foregoing is good and valuable consideration for this Agreement.

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PATTISHALL, McAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP

E. & J. GALLO WINERY

By: 

By: 

Name: Brett A. August

Name: ERNEST J. GALLO

Title: Member

Title: VICE PRESIDENT - SPIRITS

Date: August 1, 2012

Date: 8/7/12