

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intercontinental Packaging Company		03/27/2014	CORPORATION: MINNESOTA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	85244968	SHELLBACK	
Serial Number:	77172340	SHELLBACK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tm.group@ejgallo.com		
Correspondent Name:	Kristi W. Whalen		
Address Line 1:	600 Yosemite Boulevard		
Address Line 4:	Modesto, CALIFORNIA 95354		
ATTORNEY DOCKET NUMBER:	SHELLBACK_4917		
NAME OF SUBMITTER:	Kristi W. Whalen		
SIGNATURE:	/kww/		
DATE SIGNED:	04/01/2014		
Total Attachments: 2			
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Assignment

WHEREAS, Intercontinental Packaging Company a.k.a Intercontinental Packaging Co. located at 1999 Shepard Road, St. Paul, Minnesota 55116 ("Assignor"), is the owner of all right, title and interest in the trademarks listed in Schedule A hereto, including all registrations thereof and all common law and other rights and goodwill appurtenant thereto (collectively, the "Trademarks"); and

WHEREAS, E. & J. Gallo Winery, a California corporation having its principal place of business at 600 Yosemite Boulevard, Modesto, California 95354 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the parties have entered into a confidential agreement (the "Agreement") relating to the transfer of the Trademarks from the Assignor to Assignee, and this Assignment is subject to and in accordance with that Agreement.

NOW THEREFORE, pursuant to the Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, transfers, assigns and sets over until Assignee, its successors and assigns, all of Assignor's rights, title, and interest in and to the Trademarks, together with all goodwill associated therewith and symbolized thereby, all common law rights related thereto, all registrations, pending applications and rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

ASSIGNOR:

ASSIGNEE:

INTERCONTINENTAL PACKAGING
COMPANY

E. & J. GALLO WINERY

By: 

By: 

Name: Michael Johnson

Name: Amy Lund

Title: President

Title: Sr. Director of Finance

Date: March 20, 2014

Date: March 27, 2014

Schedule A

Trademark	Country	Appl. No.	Filing Date
SHELLBACK	Australia	1431941	6/21/2011
SHELLBACK	Barbados	81/27951	3/22/2011
SHELLBACK	Brazil	903587882	4/27/2011
SHELLBACK	Canada	1517466	3/2/2011
SHELLBACK	European Community	9780792	3/3/2011
SHELLBACK	Ghana	9052012	5/15/2012
SHELLBACK	Hong Kong	301849014	3/4/2011
SHELLBACK	Japan	201115204	3/3/2011
SHELLBACK	Korea, Republic of	40201259338	9/19/2012
SHELLBACK	Mexico	1159775	3/3/2011
SHELLBACK	Nigeria	FTM201210023	8/18/2012
SHELLBACK	New Zealand	843768	6/13/2011
SHELLBACK	Puerto Rico	75434	3/11/2011
SHELLBACK	Russian Federation	2011706042	3/3/2011
SHELLBACK	United States of America	85244968	2/17/2011
SHELLBACK	United States of America	77172340	5/3/2007