

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angels and Cowboys, Inc.		11/01/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cannonball Wine & Spirits, LLC		
Street Address:	PO Box 1515		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94302		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3512066	ANGELS & COWBOYS	
Registration Number:	3512069	ANGELS & COWBOYS	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-790-9200		
Email:	trademark@cll.com, mx@ccl.com		
Correspondent Name:	Joel Karni Schmidt		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Cowan, Liebowitz & Latman, P.C.		
Address Line 4:	New York, NEW YORK 10036-6799		
ATTORNEY DOCKET NUMBER:	27813.000/JKS/MXE		
NAME OF SUBMITTER:	Joel Karni Schmidt		
SIGNATURE:	/Joel Karni Schmidt/		
DATE SIGNED:	05/19/2014		
Total Attachments: 2			
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OP \$65.00 3512066

EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into as of May 2, 2014 with an effective date of November 1, 2013, between Angels and Cowboys, Inc., a California corporation ("Assignor"), and Cannonball Wine & Spirits, LLC, a California limited liability company ("Assignee").

MS

A. The Assignor has filed with the United States Patent & Trademark Office ("USPTO") the "Angels and Cowboys" trademarks, represented by USPTO federal registration nos. 3512069 and 3512066 in international class [33] (the "Class") for wines and spirits (the "Brand Mark").

B. Assignor is the sole owner of the Brand Mark.

C. Assignor desires to assign to Assignee all right title and interest to the Brand Mark on the terms and conditions set forth herein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor agrees as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title, and interest in and to the Brand Mark, together with the goodwill of the business symbolized by same and the registration of the Brand Mark, subject to the terms and conditions of Paragraph 2

2. Conditions of Assignment. Unless mutually agreed to by the parties, Assignee shall not register, cause to be registered, or use the Brand Mark in connection with, any goods and services other than those goods and services contemplated by the Class.

3. Representations and Warranties. Assignor represents, warrants, covenants and agrees as follows:

a. Assignor owns all right, title and interest in and to the Brand Mark, free and clear of any and all liens, security interests, licenses, contractual restrictions (including any restriction on the transfer of the Brand Mark, the receipt of income derived from the Brand Mark or on the possession, exercise or transfer of any other attribute of ownership of the Brand Mark), charges, adverse claims of title, rights to use or other encumbrance or third-party rights of any kind whatsoever.

b. There is no pending or, to Assignor's knowledge, threatened claim or litigation contesting the validity, ownership or right of Assignor to exercise any rights with respect to the Brand Mark, nor, to Assignor's knowledge, is there any

legitimate basis for any such claim, nor has Assignor received any notice asserting that the proposed use, sale, license or disposition of the Brand Mark or any part thereof conflicts or will conflict with the rights of any other party, nor, to assignor's knowledge, is there any legitimate basis for any such assertion.

c. Assignor will fully and forever indemnify and hold harmless Assignee and its respective officers, directors, agents, successors and assigns, from and against any and all claims, actions, losses, liabilities, judgments, amounts paid in settlement, costs and expenses (including reasonable attorneys' fees) arising out of the breach or failure of any of the representations and warranties set forth in this Section 2. The provisions of this Section 2 shall be binding upon all successors and assigns of Assignor, and shall survive the execution and delivery of this Assignment.

4. Recording. Assignee shall have the right to record a copy of this Assignment with the USPTO.

5. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, but at Assignee's expense, at any time and from time to time after the date hereof, it will cooperate with Assignee to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of any such rights. Assignor hereby appoints Assignee as Assignor's attorney-in-fact (this appointment being irrevocable and coupled with an interest) to execute such documents on its behalf.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the day and year first written above.

ASSIGNOR:

ANGELS AND COWBOYS, INC.

By: M. Schwab
Angels and Cowboys, Inc., a California corporation
By: Michael Schwab, President

5/5/14