

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles Craig Smith		09/12/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	K Vintners, L.L.C.		
Street Address:	820 Mill Creek Road		
City:	Walla Walla		
State/Country:	WASHINGTON		
Postal Code:	99362		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86181358	WINES OF SUBSTANCE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	56557-4001		
NAME OF SUBMITTER:	Julianne A. Henley		
SIGNATURE:	/Julianne A. Henley/		
DATE SIGNED:	09/23/2014		
Total Attachments: 1			
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OP \$40.00 86181358

WORLDWIDE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Charles Craig Smith, an individual with a place of business at 820 Mill Creek Road, Walla Walla, Washington 99362, United States of America ("Assignor"), owns common law intellectual property rights in the WINES OF SUBSTANCE trademark, as well as United States Patent and Trademark Office Serial No. 86/181,358 for WINES OF SUBSTANCE in connection with various alcoholic beverage goods in International Class 33 (collectively, these rights shall be referred to as the "IP");

WHEREAS, K Vintners, L.L.C., a Washington limited liability company with a place of business at 820 Mill Creek Road, Walla Walla, Washington 99362, United States of America ("Assignee"), desires to acquire all right, title, and interest in and to the IP, all goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, and Assignor desires to assign the same to Assignee;

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

1. Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to all IP currently owned by Assignor, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof, and Assignee does hereby accept this assignment.
2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the IP to any third party.
3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.
5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.
6. This agreement shall be effective as of the date of the last signature below ("Effective Date").

ASSIGNOR
Charles Craig Smith

Signature: _____

Name: Charles Craig Smith

Title: Individual

Date: _____

9/12/2014

ASSIGNEE
K Vintners, L.L.C.

Signature: _____

Name: David Lawrence

Title: Chief Financial Officer

Date: _____

9/12/2014