

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flora Springs Wine Company		11/21/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Toad Hall Cellars LLC		
Street Address:	1978 Zinfandel Lane		
City:	St. Helena		
State/Country:	CALIFORNIA		
Postal Code:	94574		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86324469	BLACK ARROW	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<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:	415-576-0200		
Email:	jhughes@kilpatricktownsend.com, choffman@kilpatricktownsend.com		
Correspondent Name:	John A. Hughes		
Address Line 1:	Two Embarcadero Center, 8th FL		
Address Line 2:	KILPATRICK TOWNSEND & STOCKTON LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	76372-925630		
NAME OF SUBMITTER:	John A. Hughes		
SIGNATURE:	/jah/		
DATE SIGNED:	11/21/2014		
Total Attachments: 1			
source=925630 ASSIGN of US TM BLACK ARROW from 912292#page1.tif			

OP \$40.00 86324469

TRADEMARK ASSIGNMENT

This Assignment is made by and between Flora Springs Wine Company, a California corporation with an address of 1978 Zinfandel Lane, St. Helena, California 94574 (hereinafter "Assignor"), and Toad Hall Cellars, LLC, a California Limited Liability Company with offices at 1978 Zinfandel Lane, St. Helena, California 94574 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the mark **BLACK ARROW**, and the United States application therefor, Ser. No. 86/324,469 (including but not limited to such mark in any and all jurisdictions as a trademark, service mark, collective trademark, collective service mark, collective membership mark, certification mark, trade name, assumed name, slogan, logo and trade dress - collectively hereinafter "the Mark"); and,

WHEREAS, Assignor warrants that it owns ALL rights, title and interest of every kind, nature or description in and to the Mark, all rights therein, including but not limited to all goodwill pertaining thereto, any and all past, present and future registration(s) and application(s) therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, of all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registration(s) pertaining to the Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor **does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove).**

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Works and the Marks, now and in the future.

The undersigned represents and warrants that (s)he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

FLORA SPRINGS WINE COMPANY
ASSIGNOR

Dated: November 21, 2014

By:



Davin Duarte
Operations Manager

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