

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330085

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                           |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                           |
| <b>SEQUENCE:</b>  | 1  |                       |                           |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                           |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>        |
| Charles Smith   |  | 12/16/2014            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | K Vintners, L.L.C.                                 |                       |                           |
| <b>Street Address:</b>  | 820 Mill Creek Road                                |                       |                           |
| <b>City:</b>  | Walla Walla  |                       |                           |
| <b>State/Country:</b>   | WASHINGTON   |                       |                           |
| <b>Postal Code:</b>   | 99362  |                       |                           |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: WASHINGTON              |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Serial Number:</b>   | 86011278   | SIXTO                 |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  | 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> |  |                       |                           |
| <b>Phone:</b>   | 206-359-8000                                       |                       |                           |
| <b>Email:</b>   | pctrademarks@perkinscoie.com                       |                       |                           |
| <b>Correspondent Name:</b>  | Grace Han Stanton of Perkins Coie LLP              |                       |                           |
| <b>Address Line 1:</b>  | 1201 Third Avenue, Suite 4900                      |                       |                           |
| <b>Address Line 4:</b>  | Seattle, WASHINGTON 98101                          |                       |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 56557-4000   |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Julianne A. Henley                                 |                       |                           |
| <b>SIGNATURE:</b>   | /Julianne A. Henley/                               |                       |                           |
| <b>DATE SIGNED:</b>   | 01/26/2015   |                       |                           |
| <b>Total Attachments: 1</b>   |  |                       |                           |
| source=SIXTO Assignment - To K Vintners LLC#page1.tif   |  |                       |                           |

OP \$40.00 86011278

# WORLDWIDE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Charles 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 SIXTO trademark, as well as United States Trademark Application Serial Number 86/011,278 for the SIXTO trademark in connection with alcoholic beverages in International Classes 32 and 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 the IP, 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 Smith

Signature: \_\_\_\_\_

Name: Charles Smith

Title: Individual

Date: \_\_\_\_\_

*DEC 16, 2014*

**ASSIGNEE**  
K Vintners, L.L.C.

Signature: \_\_\_\_\_

Name: Charles Smith

Title: Manager / Member of K Vintners, L.L.C.

Date: \_\_\_\_\_

*DEC. 16, 2014*