

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Trustees of The Coppola Family Trust		05/01/2015	TRUST: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GMYL, L.P.		
<b>Street Address:</b>	916 Kearny Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94133		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3021327	BLANCANEUX	
<b>Registration Number:</b>	3730685	BLANCANEUX	
<b>Registration Number:</b>	3713537	BLOOD RED	
<b>Registration Number:</b>	2495554	MAMMARELLA	
<b>Registration Number:</b>	3846006	MAMMARELLA'S	
<b>Registration Number:</b>	3855083	RUSTIC FRANCIS' FAVORITES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158828220		
<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>	415-882-8200		
<b>Email:</b>	sftrademarks@klgates.com, jocelyn.belloni@klgates.com, eve.gornall@klgates.com		
<b>Correspondent Name:</b>	Susan E. Hollander		
<b>Address Line 1:</b>	K&L Gates LLP		
<b>Address Line 2:</b>	4 Embarcadero Center, Suite 1200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	1402043.00001 TRUSTEES-GM		
<b>NAME OF SUBMITTER:</b>	Jocelyn M. Belloni		

CH \$165.00 3021327

<b>SIGNATURE:</b>	/Jocelyn M. Belloni/
<b>DATE SIGNED:</b>	05/11/2015
<b>Total Attachments: 3</b> source=Assignment - The Trustees of The Coppola Family Trust to GMYL, L.P#page1.tif source=Assignment - The Trustees of The Coppola Family Trust to GMYL, L.P#page2.tif source=Assignment - The Trustees of The Coppola Family Trust to GMYL, L.P#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Agreement") is entered into as of May 1, 2015, (the "Effective Date") by and between The Trustees of The Coppola Family Trust, a California trust, with the address of 916 Kearny Street, San Francisco, California 94133 ("Assignor") and GMYL, L.P., a California limited partnership, with its principal business offices at 916 Kearny Street, San Francisco, California 94133 ("Assignee").

WHEREAS, Assignor is composed of Francis Ford Coppola, a U.S. citizen, and Eleanor Coppola, a U.S. citizen, as Trustees;

WHEREAS, Assignor owns all right, title and interest in and to the trademarks listed in the attached Exhibit A, all registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (referred to herein as the "Trademarks"); and

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of their mutual interests and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

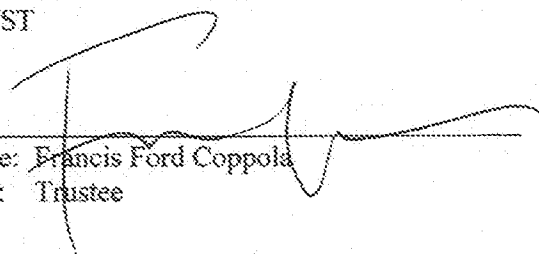
1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
2. Assignor authorizes Assignee to record this agreement in the United States Patent & Trademark Office and in similar government offices throughout the world.
3. This Trademark Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of law.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Trademark Agreement is effective as of the day and year first above written.

**ASSIGNOR**

THE TRUSTEES OF THE COPPOLA FAMILY TRUST

By:   
Name: Francis Ford Coppola  
Title: Trustee

**ASSIGNEE**

GMYL, L.P.  
By: Sentinel Corp.,  
General Partner

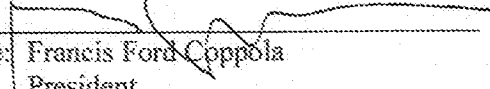
By:   
Name: Francis Ford Coppola  
Title: President

EXHIBIT A

Mark	Country	Class	Reg. No.
BLANCANEAUX	U.S.	25	3,021,327
BLANCANEAUX	U.S.	30	3,730,685
BLANCANEAUX LODGE	Belize	43 & 44	4485.07
BLOOD RED	U.S.	30	3,713,537
LA LANCHA	Guatemala	43	152481
MAMMARELLA	U.S.	29 & 30	2,495,554
MAMMARELLA'S	U.S.	43	3,846,006
RUSTIC FRANCIS'S FAVORITES	U.S.	43	3,855,083
TURTLE INN	Belize	43 & 44	4487.07