900330382 07/08/2015

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM347291

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900329687

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BENZIGER FAMILY WINERY LLC		06/08/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	THE WINE GROUP LLC	
Street Address:	4596 S. TRACY BLVD.	
City:	TRACY	
State/Country:	CALIFORNIA	
Postal Code:	95377	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	2638177	BENZIGER	
Registration Number:	3327522	DE COELO	
Registration Number:	1650975	FARMING FOR FLAVORS	
Registration Number:	3657116	IMAGERY	
Registration Number:	3541207	SIGNATERRA	
Registration Number:	4651450	SUNNY SLOPE VINEYARD	
Registration Number:	1781659	TRIBUTE	

CORRESPONDENCE DATA

Fax Number:

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.

Email: DIJANA.KRISTO@THEWINEGROUP.COM

Correspondent Name: DIJANA KRISTO 4596 S. TRACY BLVD.

Address Line 4: TRACY, CALIFORNIA 95377

NAME OF SUBMITTER: DIJANA KRISTO

SIGNATURE: /DK/

TRADEMARK REEL: 005571 FRAME: 0321 DATE SIGNED: 07/08/2015

Total Attachments: 3
source=Trademark Assignment - Benziger Family Winery LLC to The Wine Group LLC#page1.tif
source=Trademark Assignment - Benziger Family Winery LLC to The Wine Group LLC#page2.tif

source=Trademark Assignment - Benziger Family Winery LLC to The Wine Group LLC#page3.tif

TRADEMARK REEL: 005571 FRAME: 0322

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") made effective as of June \bigcirc , 2015 is from Benziger Family Winery LLC, a California limited liability company ("Seller"), in favor of The Wine Group LLC, a Delaware limited liability company ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, by and among Seller, Buyer, and Benziger Properties LLC, dated as of June 1, 2015 (the "Agreement"), Seller has agreed to convey to Buyer all right, title, and interest in and to the Trademarks (as defined in the Agreement), the goodwill of the business connected therewith and symbolized thereby, the Seller Intellectual Property, and all other assets related to the Seller's business to which the Trademarks pertain; and

WHEREAS, Seller desires to transfer to Buyer the Trademarks, including, without limitation, the Trademarks listed on <u>Attachment A</u> to this Assignment, and all goodwill connected therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged:

Seller hereby sells, assigns, transfers, and conveys to Buyer (and its successors and assigns) the entire worldwide right, title, interest in and to the Seller Intellectual Property including without limitation the Trademarks and all trademark rights and other rights applicable to the Trademarks, together with all registrations of (and applications to register) the Trademarks in any jurisdiction; the right to renew any registrations of the Trademarks; the right to apply for trademark registrations anywhere in the world based in whole or in part upon the Trademarks; any priority rights that may arise from the Trademarks; all rights to sue for, and seek damages and any other legal or equitable remedies for, all past, present, and future infringement, dilution, or other violation of the Trademarks throughout the world; all common law, statutory, treaty, and convention rights in the Trademarks; and the goodwill of the business connected with the use of and symbolized by the Trademarks; the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this assignment, transfer, and conveyance not been made.

Seller authorizes the Commissioner for Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and all other trademark offices of any relevant jurisdiction to record the transfer of all registrations of the Trademarks (and applications therefor) to Buyer as assignee of Seller's entire right, title, and interest therein.

Seller agrees to further execute any documents and take such other lawful acts as are reasonably necessary or desirable to effect this assignment or to confirm Buyer's ownership of the Trademarks, promptly upon request from Buyer and in each case at the sole cost and expense of Buyer. This Assignment shall be binding upon and enforceable against Seller and its successors and assigns and shall inure to the benefit of and be enforceable by Buyer and its successors and assigns.

[Signature page follows]

TRADEMARK
REEL: 005571 FRAME: 0323

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first above written.

SELLER: BENZIGER FAMILY WINERY LLC

Name: Michael P. Benziger

Title: Manager

Date: June 5, 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF SONOMA

on 615 2015, before me, Jenny Avilla Shore, notary public, (Insert Date) (Insert Notary Name and Title)

personally appeared Michael F. Benzigev, who proved to

me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

JENNY AVILLA SHONE COMM, #1998159 NOTARY PUBLIC - CALIFORNIA 🔻 SONOMA COUNTY My Comm. Expires Dec. 11, 2016

(Seal)

Attachment A to Trademark Assignment

<u>Jurisdiction</u>	<u>Mark</u>	Application/Registration	Application/Registration
		Number	Date
Australia	BENZIGER	663859	11/11/1996
Canada	BENZIGER	TMA498477	8/11/1998
China	BENZIGER	6124114	9/14/2010
European Union	BENZIGER	000252890	10/1/1998
Hong Kong	BENZIGER	199608621	9/16/1996
Mexico	BENZIGER	522886	5/28/1996
Norway	BENZIGER	175749	7/25/1996
Portugal	BENZIGER	297333	4/18/1995
Republic of	BENZIGER	400308171	2/16/1995
Korea			
Singapore	BENZIGER	T9705975A	5/23/1997
Sweden	BENZIGER	304175	8/25/1995
Taiwan R.O.C.	BENZIGER	759420	4/16/1997
Thailand	BENZIGER	Kor76827	6/28/1996
United Kingdom	BENZIGER	2022661	5/10/1996
United States of	BENZIGER	2638177	10/22/2002
America			
United States of	DE COELO	3327522	10/30/2007
America			
Canada	FARMING FOR	TMA751952	11/3/2009
	FLAVORS		
United States of	FARMING FOR	1650975	7/16/1991
America	FLAVORS		
United States of	IMAGERY	3657116	7/21/2009
America			
Canada	SIGNATERRA	TMA804883	8/22/2011
United States of	SIGNATERRA	3541207	12/2/2008
America			
United States of	SUNNY SLOPE	4651450	12/9/2014
America	VINEYARD		
European Union	TRIBUTE	001316371	11/20/2000
United States of America	TRIBUTE	1781659	7/13/1993