

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAX MAHLE WINES, LLC		07/01/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WIND GAP HOLDINGS, LLC		
Street Address:	1670 Stirrup Loop		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3811648	WIND GAP	
CORRESPONDENCE DATA			
Fax Number:	7075264707		
<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:	(707) 526-4200		
Email:	jdawson@cmprlaw.com		
Correspondent Name:	John B. Dawson		
Address Line 1:	100 B Street, Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
NAME OF SUBMITTER:	Jeremy L. Little		
SIGNATURE:	/Jeremy L. Little/		
DATE SIGNED:	07/15/2015		
Total Attachments: 3			
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OP \$40.00 3811648

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of July 1, 2015 (the "**Effective Date**"), by and between PAX MAHLE WINES, LLC, a California limited liability company with an address of 11370 Graton Road, Sebastopol, CA 95472 ("**Assignor**"), and WIND GAP HOLDINGS, LLC, a Delaware limited liability company with offices located at 1670 Stirrup Loop, Healdsburg, CA 95448 ("**Assignee**"). Assignor and Assignee are sometimes collectively referred to herein as the "**Parties**."

RECITALS

A. Assignor is the owner of, the registered trademark WIND GAP, U.S. Registration No. 3,811,648 for Wines in International Class 033 (the "**Trademark**").

B. Pursuant to this Assignment, Assignor agrees to assign its ownership of the Trademark to Assignee, and the Parties now wish to memorialize their agreement hereby.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interest in and to the Trademark as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademarks Act (15 USC § 1060), including, without limitation, the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, all registration rights with respect to the Trademark, free of all liens and monetary encumbrances, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Trademark or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants that:

2.1 Organization, Standing, Authority, and Consents. Assignor has all necessary power and authority to own, use, and transfer the Trademark, to execute and deliver this Assignment, and to comply with the provisions hereof and to consummate the transactions contemplated hereby. Assignor has the right, power, legal capacity, and authority to enter into, and perform its obligations under, this Assignment, and no approvals or consents of any persons other than Assignor are necessary in connection with it.

2.2 Title to Assets. Assignor is the legal and beneficial owner of all rights, title and interest in and to the Trademark and has good and marketable title thereto. The Trademark

is free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, encumbrances, equities, claims, or restrictions.

2.3 Infringement. Assignor has no actual knowledge that the Trademark infringes any valid right of any third party.

3. Successors and Assigns. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

4. Miscellaneous. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of California.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date written below.

ASSIGNOR:

PAX MAHLE WINES, LLC,
a California limited liability company

By: 
Name: Pax Mahle
Its: Member

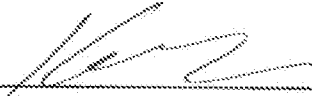
Dated: 7.14, 2015

By: 
Name: Pam Mahle
Its: Member

Dated: 7.14, 2015

ASSIGNEE:

WIND GAP HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Kevin McGee
Its: Secretary

Dated: 7/14, 2015