

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351383

<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>
Jean-Claude Boisset Wines, USA, Inc.		05/12/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wheeler Winery, Inc.		
<b>Street Address:</b>	1791 Olivet Road		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95401		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86511635	GALA BY JCB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	415-381-4161		
<b>Email:</b>	trademarks@donahue.com		
<b>Correspondent Name:</b>	Anne Haring Hocking		
<b>Address Line 1:</b>	80 East Sir Francis Drake Blvd		
<b>Address Line 2:</b>	Suite 2M		
<b>Address Line 4:</b>	Larkspur, CALIFORNIA 94939		
<b>NAME OF SUBMITTER:</b>	Kuscha Hatami		
<b>SIGNATURE:</b>	/Kuscha Hatami/		
<b>DATE SIGNED:</b>	08/13/2015		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

USPTO Serial Number: 86/511,635; Application Date: January 22, 2015

This Trademark Assignment ("Assignment") is made and entered into and effective as of this 5/12/15 (the "Effective Date"), by and between Jean-Claude Boisset Wines, USA, Inc., a California Corporation ("Assignor"), having a principal place of business at 849 Zinfandel Lane, St. Helena, California 94574, United States of America, on the one hand, and Wheeler Winery, Inc., a California Corporation ("Assignee"), having a principal place of business at 1791 Olivet Road, Santa Rosa, California 954401, United States of America, on the other hand (individually referred to as a "Party" or collectively as the "Parties").

### RECITALS

WHEREAS, Assignor is the owner of the following mark:

GALA BY JCB; United States Patent and Trademark Office Application Serial Number 86/511,635 (the "Mark") in Class 33 for "Alcoholic beverages except beers; wines."

WHEREAS, the Mark is pending registration in the United States Patent and Trademark Office in International Class 33 for "Alcoholic beverages except beers; wines";

WHEREAS, Assignee is desirous of formally acquiring this Mark;

NOW, THEREFORE, for and in consideration of the mutual promises, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

### ASSIGNMENT

1. Each of the foregoing recitals is incorporated by reference.
2. For good and valuable consideration, receipt which is acknowledged, Assignor does formally assign unto Assignee all right, title, and interest in and to the Mark, together with the goodwill of that portion of Assignor's business symbolized by the Mark, and the above-identified application.
3. For such good and valuable consideration, Assignor further sells, assigns, and transfers to Assignee all rights and interests in, to, and arising from any infringement of the Mark, including without limitation, all claims for damages and profits for any infringements that occurred prior to the date of this Assignment, including the right to sue for any infringements in its own name and stead and for its own benefit.
4. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Mark in the Assignee, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed

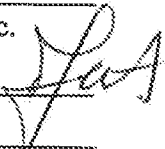
necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

5. Assignee and Assignor agree to cooperate in the recordation of this Assignment in the records of the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of the day and year first written above.

Jean-Claude Boisset Wines, USA, Inc. ("ASSIGNOR")

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Jean-Claude Boisset Wines, USA, Inc.

By: ALAIN LEONNET 

Title: C.E.O.

Dated: May 18<sup>th</sup> 2015

I, on behalf of Wheeler Winery, Inc., accept this Assignment:

Wheeler Winery, Inc. ("ASSIGNEE")

\_\_\_\_\_  
Wheeler Winery, Inc.

By:  ALAIN LEONNET

Title: CEO

Dated: May 12<sup>th</sup> 2015