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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM351385 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
La Famille Des Grands Vins Et Spiritueux (FGVS)		05/12/2015	CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	Wheeler Winery, Inc.	
Street Address:	1791 Olivet Road	
City:	Santa Rosa	
State/Country:	CALIFORNIA	
Postal Code:	95401	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3776733	DÉSIRÉ BY JEAN-CHARLES BOISSET

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.

Phone: 415-381-4161

Email: trademarks@donahue.com

Correspondent Name: Anne Hiaring Hocking

Address Line 1: 80 East Sir Francis Drake Blvd

Address Line 2: Suite 2M

Address Line 4: Larkspur, CALIFORNIA 94939

NAME OF SUBMITTER:	Kuscha Hatami
SIGNATURE:	/Kuscha Hatami/
DATE SIGNED:	08/13/2015

Total Attachments: 2

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> TRADEMARK REEL: 005599 FRAME: 0441

TRADEMARK ASSIGNMENT

USPTO Registration Number: 3,776,733; Registration Date: April 20, 2010

This Trademark Assignment ("Assignment") is made and entered into this Max /1 by and between La Famille Des Grands Vins Et Spiritueux (FGVS), a French Corporation ("Assignor"), having a principal place of business at Rue des Freres Montgolfier, Nuits Saint Georges 21700, France, 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, the "Parties").

RECITALS

WHEREAS, Assignor is the owner of the following mark:

DÉSIRÉ BY JEAN-CHARLES BOISSET; United States Patent and Trademark Office Registration Number 3,776,733 (the "Mark"), registered in Class 33 for "Alcoholic beverages except beer; wines."

WHEREAS, Assignor has established significant goodwill in the Mark:

WHEREAS, Assignee is desirous of formally acquiring the Mark for all goods and services offered by Assignor under the Mark, the goodwill associated with the Mark, and the registration;

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

<u>ASSIGNMENT</u>

- 1. Each of the recitals is incorporated by reference.
- 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 for all goods and services offered by Assignor under the Mark, together with the goodwill of that portion of Assignor's business symbolized by the Mark in any and all forms, and the above-identified registration.
- For such good and valuable consideration, Assignor further sells, assigns, and transfers to Assignce 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.

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- 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 this assignment in the event such evidence is deemed necessary by the Assignee. Assignor also irrevocably authorizes and appoints Assignee as Assignor's true and lawful attorney-in-fact to take such action and make, sign, execute, acknowledge, file, and deliver all such papers, instruments, and assignments, and to perform such other acts (and to cause any of the terms of this agreement) as may from time-to-time be necessary to convey to Assignee, its successors, licensees, and assigns, or to register with any governmental agency or administrative body, all rights granted by this Assignment. Such power of attorney is coupled with an interest and is irrevocable.
- 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.

La Famille Des Grands Vins Et Spiritueux (FGVS) ("ASSIGNOR")

La Famille Des Grands Vins Et Spiritueux (FGVS)

Dated: 12 7Al 845

I, on behalf of Wheeler Winery Inc. ("Assignee"), accept this Assignment:

Wheeler Winery Inc. ("Assignee")

Wheeler Winery, Inc.

By: ALGIN LEUNINE T

Dated: May 12 M 9015