

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grundoon LLC		02/23/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bronco Wine Company		
Street Address:	6342 Bystrum Road		
City:	Ceres		
State/Country:	CALIFORNIA		
Postal Code:	95307		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4441399	ROCK HOLLOW	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7170		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Emilia F. Cannella		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	BWIM-TIP		
NAME OF SUBMITTER:	Emilia F. Cannella		
SIGNATURE:	/Emilia F. Cannella/		
DATE SIGNED:	10/13/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of February 23, 2015 (the "Effective Date") is by and between Grundoon LLC, a California limited liability company with its principal place of business at 650 McMurray Road, Buellton, California 93427 ("Assignor"), and Bronco Wine Company, a California corporation with its principal place of business at 6342 Bystrum Road, Ceres, California 95307 ("Assignee").

WHEREAS, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in and to the trademark set forth in the attached Schedule A (the "Trademark"), the goodwill associated with such Trademark, and all registrations and applications for registration thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer of Rights in Trademark.** Assignor hereby sells, assigns, and transfers to Assignee, as of the Effective Date, all of Assignor's right, title and interest in and to the Trademark, if any, together with the goodwill of the business symbolized by the Trademark and all registrations and applications for registration thereof.

2. **Disclaimer of Warranty.** EXCEPT AS OTHERWISE CONTAINED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE TRADEMARK, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

3. **As Is.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRANSFER OF THE TRADEMARK AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS AND "WITH ALL FAULTS."

4. **No Liabilities Assumed.** Assignee is not assuming, and will not be deemed to have assumed, any obligations or liabilities of Assignor.

5. **Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflicts of law provision or rule thereof.

6. **Severability.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or further law, and if the rights and obligations of Assignor or Assignee under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never compromised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be

affected by the illegal, invalid or unenforceable provision or by its severance here from, and (d) in lieu of such illegal, invalid or unenforceable provisions, there will be added automatically as part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute but one and the same instrument. The facsimile signature of any party to this Assignment or a PDF copy of the signature of a party to this Assignment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

8. **Entire Agreement.** This Assignment embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment under seal as of the date first set forth above.

ASSIGNOR:

GRUNDOON LLC

By: 

Name:
Title:

ADAM FIRESTONE
managing member

ASSIGNEE:

BRONCO WINE COMPANY

By: 

Name:
Title:

Fred T. Francia
C.E.O.

SCHEDULE A

Mark	Reg. No.
ROCK HOLLOW	U.S. Reg. No. 4,441,399

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