

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/01/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonoma Estate Vintners, LLC		02/01/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AW Direct, LLC		
Street Address:	980 Airway Court, Suite A		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86294899	MONSTER MASH	
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		
ATTORNEY DOCKET NUMBER:	8238.0002		
NAME OF SUBMITTER:	John B. Dawson		
SIGNATURE:	/John B. Dawson/		
DATE SIGNED:	02/24/2016		
Total Attachments: 3			
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OP \$40.00 86294899

TRADEMARK ASSIGNMENT *NUNC PRO TUNC*

THIS TRADEMARK ASSIGNMENT *NUNC PRO TUNC* (this "**Assignment**") is made and entered into as of February 1, 2016 (the "**Effective Date**"), by and between SONOMA ESTATE VINTNERS, LLC., a California limited liability company ("**Assignor**"), and AW Direct, LLC., a Delaware limited liability company ("**Assignee**"), located at 980 Airway Court, Suite A, Santa Rosa, CA 95403. Assignor and Assignee are sometimes collectively referred to herein as the "**Parties**."

RECITALS

A. Assignor is the owner of and has used and/or intended to use the trademark MONSTER MASH, U.S. Trademark Serial No. 86-294,899, in International Class 033 for Wine (the "**Trademark**") in interstate commerce, and has filed an application with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act (15 USC § 1051(c) or (d)).

B. Pursuant to that certain oral agreement by and between Assignor and Assignee, Assignor agreed to assign its ownership of the Trademark to Assignee, and the Parties now wish to memorialize their oral 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. Assignor hereby irrevocably assigns, grants, conveys, and transfers to Assignee, *nunc pro tunc*, effective October 1, 2015, all of Assignor's rights, title, and interest in and to the Trademark in the above-identified application as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark 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 application and 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. 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.

3. 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.

4. 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.

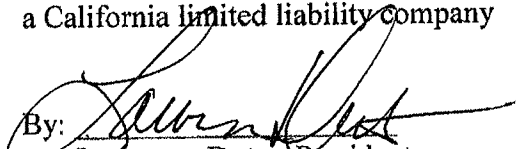
5. This Assignment shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of California.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

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

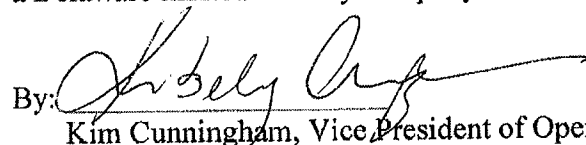
ASSIGNOR:

SONOMA ESTATE VINTNERS, LLC
a California limited liability company

By: 
Lawrence Dutra, President

ASSIGNEE:

AW Direct, LLC
a Delaware limited liability company

By: 
Kim Cunningham, Vice President of Operations