

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westside Grapes LLC		01/22/2016	LIMITED LIABILITY COMPANY: WASHINGTON
PCR Holdings LLC		01/22/2016	LIMITED LIABILITY COMPANY: WASHINGTON
Vero Westside Joint Venture		01/22/2016	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JUSTIN Vineyards & Winery LLC		
Street Address:	11444 West Olympic Blvd., 10th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3639204	HK	
Registration Number:	3868400	HKG	
Registration Number:	3831447	THOUSAND FLOWERS	
Registration Number:	1512981	HOP KILN WINERY	
Registration Number:	1537587		
CORRESPONDENCE DATA			
Fax Number:			
<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:	310-966-5726		
Email:	latunda.powell@roll.com		
Correspondent Name:	LaTunda Powell, Trademark Administrator		
Address Line 1:	11444 West Olympic Blvd., 10th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	202448		

CH \$140.00 3639204

NAME OF SUBMITTER:	LaTunda Powell, Trademark Administrator
SIGNATURE:	/LaTunda Powell/
DATE SIGNED:	03/04/2016
Total Attachments: 5 source=Hop Kiln - Trademark Assignment#page1.tif source=Hop Kiln - Trademark Assignment#page2.tif source=Hop Kiln - Trademark Assignment#page3.tif source=Hop Kiln - Trademark Assignment#page4.tif source=Hop Kiln - Trademark Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“**Assignment**”) is dated January 22, 2016 (the “**Effective Date**”), and is by and among JUSTIN Vineyards & Winery LLC, a Delaware limited liability company (“**Assignee**”), on the one hand, and Westside Grapes LLC, a Washington limited liability company (“**Westside**”), PCR Holdings LLC, a Washington limited liability company (“**PCR**”), and Vero Westside Joint Venture, a California general partnership (“**Vero JV**” and, together with Westside and PCR, “**Assignors**”) on the other hand. Assignees and Assignors are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

The Parties are entering into an Asset Purchase Agreement dated the same date herewith (as amended, the “**Purchase Agreement**”) for the sale of certain assets related to the Business. All capitalized terms used in this Assignment but not defined have the meanings given to them in the Purchase Agreement

Assignors own and wish to assign to the Assignee all of its right, title and interest in, to and under the intellectual property listed on Schedule A hereto, (the “**Assigned Marks**”). This Assignment is intended by the parties to be a confirmatory assignment for purposes of recording the ownership transfer with the U.S. Patent and Trademark Office and applicable foreign trademark offices.

AGREEMENT

The Parties agree as follows:

1. Assignors hereby assigns to Assignee, Assignors’ entire right, title and interest in and to the Assigned Marks together with the goodwill of the business symbolized by the Assigned Marks, with all rights of action, powers and benefit to the Assigned Marks, due or accrued, including any applications and registrations for Assigned Marks, Assignor’s common law rights in the Assigned Marks, the right to sue for and recover in the Assignee’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Assigned Marks, or injury to the related goodwill.
2. Assignors further agree to execute any and all documents and to do all other things reasonably requested by Assignee, in each case at Assignee’s expense, in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Assigned Marks hereby transferred.
3. Conflicts. This Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement, and nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms of this Assignment, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to Contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof

5. Amendments. This Assignment may not be amended, modified, changed or supplemented except by written instrument signed by each party hereto.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. This Assignment may be executed by delivery of a facsimile or email (pdf) copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

ASSIGNEE:

JUSTIN VINEYARDS & WINERY LLC,
a Delaware limited liability company

By: Craig Cooper
Name: Craig B. Cooper
Title: Senior Vice President

ASSIGNORS:

WESTSIDE GRAPES LLC,
a Washington limited liability company

By: _____
Greg Vik, Manager

PCR HOLDINGS LLC,
a Washington limited liability company

By: _____
Greg Vik, Manager

VERO WESTSIDE JOINT VENTURE,
a California general partnership

By: WESTSIDE GRAPES LLC,
a Washington limited liability company

By: _____
Greg Vik, Manager

[Signature Page -- Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.


ASSIGNEE:

JUSTIN VINEYARDS & WINERY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNORS:

WESTSIDE GRAPES LLC,
a Washington limited liability company

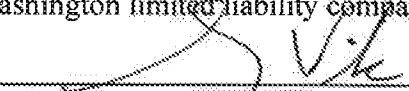
By:  _____
Greg Vik, Manager

PCR HOLDINGS LLC,
a Washington limited liability company

By:  _____
Greg Vik, Manager


VERO WESTSIDE JOINT VENTURE,
a California general partnership

By: WESTSIDE GRAPES LLC,
a Washington limited liability company

By:  _____
Greg Vik, Manager

SCHEDULE A

U.S. Federal and State Registered and Pending Trademarks

Mark	Country/ Jurisdiction	Application No. Application Date	Registration No. Registration Date	Owner
HK	U.S.	77/617041 18-NOV-2008	3639204 16-JUN-2009	Vero Westside A California Joint Venture composed of Vero Wine Group, LLC and Westside Grapes, LLC
HKG	U.S.	77/779455 13-JUL-2009	3868400 26-OCT-2010	Vero Westside A California Joint Venture composed of Vero Wine Group, LLC and Westside Grapes, LLC
THOUSAND FLOWERS	U.S.	77/906303 06-JAN-2010	3831447 10-AUG-2010	Vero Westside A California Joint Venture composed of Vero Wine Group, LLC and Westside Grapes, LLC
BIG RED	California	n/a	114040 09-APR-2010 (renewed)	Vero Westside A California Joint Venture
HOP KILN WINERY	U.S.	73/699277 07-DEC-1987	1512981 15-NOV-1988	Westside Grapes, LLC
	U.S.	73/699278 07-DEC-1987	1537587 02-MAY-1989	Westside Grapes, LLC

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