

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM376172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Community Bank		03/07/2016	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	K Brands, LLC		
Street Address:	820 Mill Creek Road		
City:	Walla Walla		
State/Country:	WASHINGTON		
Postal Code:	99362		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2753598	WHITMAN CELLARS	
CORRESPONDENCE DATA			
Fax Number:	2063598000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	56557-4002		
NAME OF SUBMITTER:	Grace Han Stanton		
SIGNATURE:	/Grace Han Stanton/		
DATE SIGNED:	03/09/2016		
Total Attachments: 2			
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OP \$40.00 2753598

WORLDWIDE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Community Bank, an Oregon Corporation with a place of business at 1288 Southeast Commercial Drive, College Place, Washington 99324, United States of America ("Assignor"), owns common law intellectual property rights in various trademarks, copyrights, trade secrets, domain names, and other forms of intellectual property, as well as the specific applications and registrations shown in Exhibit A (collectively, these rights shall be referred to as the "IP");

WHEREAS, K Brands, LLC, a Washington limited liability company with a place of business at 820 Mill Creek Road, Walla Walla, Washington 99362, United States of America ("Assignee"), desires to acquire all right, title, and interest in and to the IP, all goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, and Assignor desires to assign the same to Assignee;

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

1. Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to all IP currently owned by Assignor, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof, and Assignee does hereby accept this assignment.

2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the IP to any third party.

3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

6. This agreement shall be effective as of the date of the last signature below ("Effective Date").

ASSIGNOR
Community Bank

ASSIGNEE
K Brands, LLC

Signature: _____

Signature: _____

Name: _____

Name: David Lawrence

Title: _____

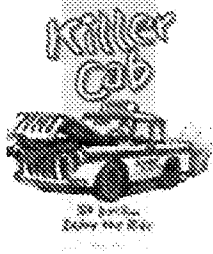
Title: Chief Financial Officer

Date: _____

Date: _____

**EXHIBIT A TO WORLDWIDE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT
BETWEEN COMMUNITY BANK AND K BRANDS, LLC**

"IP" as defined in this Worldwide Assignment of Intellectual Property Rights Agreement ("Agreement") shall include all intangible property related to the July 2, 2012 Commercial & Investment Real Estate Purchase & Sale Agreement ("PSA") executed by the parties and/or their predecessors in interest concerning the sale of the Whitman Cellars winery business, including without limitation, all trademarks, copyrights, trade secrets, domain names, and other forms of intellectual property, including common law rights, as well as any related intellectual property filings, including without limitation the specific filings shown in the chart below.

Trademark	Common Law Rights?	Registration Jurisdiction(s)	App. No.	Reg. No.	Status
	Yes	United States	78/719,622	3,277,427	Registration Cancelled
KILLER CAB	Yes	N/A	N/A	N/A	N/A
KILLER CAB SIT BACK...ENJOY THE RIDE TAXI KILLER CAB CO.	Yes	N/A	N/A	N/A	N/A
NARCISSA RED	Yes	United States	78/261,278	2,884,249	Registration Cancelled
WHITMAN	Yes	N/A	N/A	N/A	N/A
WHITMAN CELLARS	Yes	United States	76/092,892	2,753,598	Registered