

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entourage Wine Group, Inc.		12/28/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	West Coast Wine Partners LLC		
Street Address:	777 Madrone Road		
City:	Glen Ellen		
State/Country:	CALIFORNIA		
Postal Code:	95442		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4214138	ENVOLVE WINERY	
Registration Number:	4505520	EVOKE	
Registration Number:	4157994	EPILOGUE	
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:	7075264200		
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:	8186.0011		
NAME OF SUBMITTER:	John B. Dawson		
SIGNATURE:	/John B. Dawson/		
DATE SIGNED:	03/23/2016		
Total Attachments: 4			
source=EWGI to WCWP Trademark Assignment fully executed dtd 12-28-15 (00390834x9C71C)#page1.tif			
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OP \$90.00 4214138

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 28, 2015 (the "Effective Date"), by and between Entourage Wine Group, Inc., a California corporation, with an address of 1270 Loyal Valley Road, Sonoma, CA 95476 ("Assignor"), and West Coast Wine Partners LLC, a California limited liability company, with an address of 777 Madrone Road, Glen Ellen, CA 95442 ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

A. Assignor is the owner of the following registered trademarks (x) ENVOLVE WINERY in International Class 033 for use with wine, USPTO Registration Number 4,214,138, (y) EVOKE in International Class 033 for use with wine, USPTO Registration Number 4,505,520, and (z) EPILOGUE in International Class 033 for use with wine, USPTO Registration Number 4,157,994 (collectively, the "Trademark")

B. Pursuant to this Assignment, Assignor agrees to assign its ownership of the Trademark to Assignee, and the Parties now wish to memorialize their 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. Assignment. Assignor hereby irrevocably assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interest in and to the Trademark as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademarks 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 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. Representations and Warranties of Assignor. Assignor hereby represents and warrants that:

2.1 Organization, Standing, Authority, and Consents. Assignor has all necessary power and authority to own, use, and transfer the Trademark, to execute and deliver this Assignment, and to comply with the provisions hereof and to consummate the transactions contemplated hereby. Assignor has the right, power, legal capacity, and authority to enter into, and perform its obligations under, this Assignment, and no

approvals or consents of any persons other than Assignor are necessary in connection with it.

2.2 Title to Trademark. Assignor is the legal and beneficial owner of all rights, title and interest in and to the Trademark and has good and marketable title thereto. The Trademark is free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, encumbrances, equities, claims, or restrictions.

2.3 Infringement. To the best of Assignor's knowledge, the Trademark does not infringe any valid right of any third party. To the best of Assignor's knowledge, the Trademarks are not infringed by any third party.

3. Successors and Assigns. 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.

4. Miscellaneous. 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. 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. 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 that would cause the application of the law of any jurisdiction other than the State of California. If any action, proceeding, or litigation is commenced to enforce any provision of this Assignment, then the prevailing party shall be entitled to be reimbursed by the unsuccessful party for all costs incurred in connection with such action, proceeding or litigation, including a reasonable allowance for attorneys' fees and costs and expert witness' fees and costs, which amount shall be added to and become part of the final decision in such matter.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Entourage Wine Group, Inc.,
a California corporation

By: _____

Name: _____

Its: _____


DANIEL FAY
President, Entourage Wine Group, Inc.

ASSIGNEE:

West Coast Wine Partners LLC,
a California limited liability company

By: _____

Tony Stewart, Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

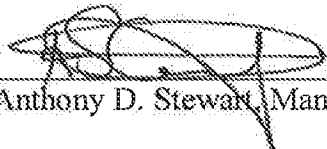
ASSIGNOR:

Entourage Wine Group, Inc.,
a California corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

West Coast Wine Partners LLC,
a California limited liability company

By:  _____
Anthony D. Stewart, Manager