

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVID PHINNEY		08/01/2016	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	SPLINTER GROUP NAPA, LLC		
Street Address:	110 CAMINO ORUGA		
City:	NAPA		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4819679	SPLINTER GROUP	
Registration Number:	4795617	SLAUGHTER HOUSE	
Registration Number:	4660350	STRAIGHT EDGE	
Serial Number:	86856065	SLAUGHTER HOUSE {AMERICAN WHISKEY}	
Serial Number:	86881340		
CORRESPONDENCE DATA			
Fax Number:	4159891663		
<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:	4157725739		
Email:	TM@CPDB.COM		
Correspondent Name:	KAREN S. FRANK		
Address Line 1:	ONE MONTGOMERY STREET SUITE 3000		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94104		
NAME OF SUBMITTER:	KAREN S. FRANK		
SIGNATURE:	/KAREN S. FRANK/		
DATE SIGNED:	08/01/2016		
Total Attachments: 3			
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OP \$140.00 4819679

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TRADEMARK ASSIGNMENTS

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of August 1, 2016 (the "Effective Date"), by and between David Phinney, an individual ("Assignor"), and Splinter Group Napa, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks described on Schedule A attached hereto (the "Listed Trademarks") and the trademark registrations and applications, if any, all as set out in or relating to the Listed Trademarks (collectively, the "Assigned Trademarks"), as well as of the associated goodwill in the Assigned Trademarks; and

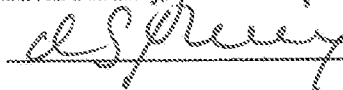
WHEREAS, it is a condition precedent to the consummation of the transactions contemplated by the Membership Interest Purchase and Sale Agreement, dated as of July 19, 2016, among Assignee, Assignor and the other parties named therein, that Assignor assign to Assignee all right, title and interest in and to the Assigned Trademarks; and, in furtherance, thereof the parties desire to enter into this Trademark Assignment.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee, on a worldwide basis, all right, title and interest in and to the Assigned Trademarks, together with any goodwill associated with the Assigned Trademarks, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any other jurisdiction. Assignor further assigns to Assignee (i) all of his right, title, and interest in and to all proceeds or damages past, present, or future; (ii) the right to bring suit and recover damages for past and future claims or causes of action arising from or relating to the Assigned Trademarks, including infringement and misappropriation; and (iii) all applications and registrations for the Assigned Trademarks that Assignor holds or controls, including the right to file additional trademark applications and to all resulting registrations. Assignor will sign such additional documents as may be necessary to perfect or record the assignment and to carry out the intent of the parties as reflected in this Trademark Assignment, and, if Assignor is unavailable to sign any such documents, Assignor hereby appoints Assignee as his attorney-in-fact with the power and authority to sign such documents. The foregoing power of attorney is coupled with an interest.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment, effective as of the Effective Date.

ASSIGNOR:

David Phinney



ASSIGNEE:

Splinter Group Napa, LLC

By: Michael Holman, Trustee of the 2015 Irrevocable
Trust for the Wilkinson Children Dated May 18, 2015

Michael Holman, Trustee

TRADEMARK ASSIGNMENTS

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WHEREAS, Assignor is the owner of the trademarks described on Schedule A attached hereto (the "Listed Trademarks") and the trademark registrations and applications, if any, all as set out in or relating to the Listed Trademarks (collectively, the "Assigned Trademarks"), as well as of the associated goodwill in the Assigned Trademarks; and

WHEREAS, it is a condition precedent to the consummation of the transactions contemplated by the Membership Interest Purchase and Sale Agreement, dated as of July 19, 2016, among Assignee, Assignor and the other parties named therein, that Assignor assign to Assignee all right, title and interest in and to the Assigned Trademarks; and, in furtherance, thereof the parties desire to enter into this Trademark Assignment.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee, on a worldwide basis, all right, title and interest in and to the Assigned Trademarks, together with any goodwill associated with the Assigned Trademarks, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any other jurisdiction. Assignor further assigns to Assignee (i) all of his right, title, and interest in and to all proceeds or damages past, present, or future; (ii) the right to bring suit and recover damages for past and future claims or causes of action arising from or relating to the Assigned Trademarks, including infringement and misappropriation; and (iii) all applications and registrations for the Assigned Trademarks that Assignor holds or controls, including the right to file additional trademark applications and to all resulting registrations. Assignor will sign such additional documents as may be necessary to perfect or record the assignment and to carry out the intent of the parties as reflected in this Trademark Assignment, and, if Assignor is unavailable to sign any such documents, Assignor hereby appoints Assignee as his attorney-in-fact with the power and authority to sign such documents. The foregoing power of attorney is coupled with an interest.

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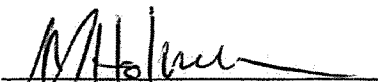
ASSIGNOR:

David Phinney


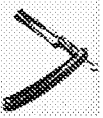
ASSIGNEE:

Splinter Group Napa, LLC

By: Michael Holman, Trustee of the 2015 Irrevocable Trust for the Wilkinson Children Dated May 18, 2015


Michael Holman, Trustee

Schedule A
Listed Trademarks

<u>MARK</u>	<u>STATUS</u>	<u>SERIAL NO./REG. NO.</u>	<u>FILING DATE</u>	<u>REG DATE</u>
SPLINTER GROUP	Registered	4819679	10/23/14	9/22/15
SLAUGHTERHOUSE	Registered	4795617	1/16/13	8/18/15
STRAIGHT EDGE®	Registered	4660350	4/23/13	12/23/14
SLAUGHTER HOUSE (Design) 	Pending	86856065	12/21/15	
STRAIGHT EDGE (Design) 	Pending	86881340	1/20/16	