

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foley Family Wines, Inc.		09/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	North Coast Spirits, LLC		
Street Address:	200 Concourse Blvd.		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86711238	GOODNIGHT	
CORRESPONDENCE DATA			
Fax Number:	3146127682		
<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:	(314) 444-7600		
Email:	jgreenberg@lewisrice.com		
Correspondent Name:	John B. Greenberg		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John B. Greenberg, attorney		
SIGNATURE:	/John B. Greenberg/		
DATE SIGNED:	09/08/2016		
Total Attachments: 1			
source=Trademark Assignment of Goodnight from FFW to North Coast Spirits 9.8.16#page1.tif			

OP \$40.00 86711238

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), dated as of this 8th day of September, 2016, is made and entered into by Foley Family Wines, Inc., a Delaware corporation (“Assignor”), in favor of North Coast Spirits, LLC, a California limited liability company (the “Assignee”).

WHEREAS, Assignor is the owner of the following pending application (the “Application”):

- GOODNIGHT, a standard character mark that is the subject of common law rights and a pending application that seeks registration with the United States Patent and Trademark Office, Serial No. 86/711,238 (the “Mark”);

WHEREAS, Assignor is the successor to that portion of the ongoing and existing business of Assignor to which the Mark pertains; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, any and all right, title and interest in and to the Mark and Application, including, without limitation, all common law rights relating to the Mark, along with all goodwill associated with the Mark and Application;

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

1. Assignor hereby assigns, sells and delivers to Assignee all of Assignor’s right, title and interest in and to the Mark and Application, including, without limitation, all common law rights relating to the Mark, together with the goodwill of that portion of the business of Assignor to which the Mark pertains, and all other rights that Assignor has enjoyed thereunder as trademarks, service marks, trade names, domain names and otherwise, including, without limitation, all rights and remedies based upon past infringement (including the right to sue and collect damages and profits for such infringement).

2. Assignor covenants and agrees that it will, at any time, on request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the aforementioned assets and rights assigned by this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

FOLEY FAMILY WINES, INC.

By: _____

Tamara A. Daniels
Vice President