

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glazer's, Inc.		07/01/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Southern Glazer's Wine and Spirits, LLC		
Street Address:	1600 NW 163rd Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33169		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4121726	D & E	
Registration Number:	4513914	D&E FINE WINE GROUP	
Registration Number:	4332289	PRESTIGE WINE CELLARS	
Registration Number:	4962353	THREE TO THREE	
Registration Number:	4962352	323	
Registration Number:	4962351	323 THREE TO THREE	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	214-953-5758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	SARA K. BORRELLI		
Address Line 1:	2323 ROSS AVENUE, SUITE 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	149526.2		
NAME OF SUBMITTER:	SARA K. BORRELLI		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	04/24/2017		

CH \$165.00 4121726

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Trademark Assignment*") is made effective as of July 1, 2016, by Glazer's, Inc., a Texas corporation (the "*Assignor*"), in favor of Southern Glazer's Wine and Spirits, LLC, a Delaware limited liability company (the "*Assignee*").

The following recitals are true and constitute the basis for this Trademark Assignment:

- A. Assignor is the owner of the trademarks listed on Schedule I attached hereto for the goods and/or services identified therein (the "*Marks*"), and is the owner of the U.S. registrations therefor, also listed on Schedule I (the "*Registrations*");
- B. Assignor desires to assign, and Assignee desires to acquire, the Marks, any and all goodwill associated with the Marks, and the Registrations;

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


1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Marks, and the Registrations, as well as:
 - a. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - b. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - c. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Marks and Registrations are properly assigned to Assignee, or any assignee or successor thereto.
3. Governing Law. This Trademark Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Texas,

without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas.

4. Counterparts. This Trademark Assignment may be executed in any number of counterparts, which together shall constitute one single agreement of the parties hereto.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date and year first above written.

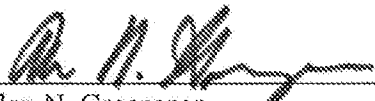
Glazer's, Inc.

By: 

Angela R. Lilly
Vice President and General Counsel



ACKNOWLEDGED AND AGREED

Southern Glazer's Wine and Spirits, LLC

By: 

Alan N. Greenspan
Executive Vice President
and General Counsel

Schedule I: Marks

Mark	U.S. Reg. No.
D & E	4,121,726
 FINE WINE GROUP	4,513,914
PRESTIGE WINE CELLARS	4,332,289
THREE TO THREE	4,962,353
323	4,962,352
 THREE TO THREE	4,962,351