

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442919

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Calera Wine Company		08/15/2017	Limited Partnership: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Duckhorn Wine Company		
<b>Street Address:</b>	1000 Lodi Lane		
<b>City:</b>	St. Helena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94574		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1129651	CALERA	
<b>Registration Number:</b>	1690434	JENSEN	
<b>Registration Number:</b>	1679593	MILLS	
<b>Registration Number:</b>	1683158	REED	
<b>Registration Number:</b>	1681376	SELLECK	
<b>Registration Number:</b>	2182521		
<b>Registration Number:</b>	3006555	RYAN	
<b>Registration Number:</b>	3976107	DE VILLIERS	
<b>Registration Number:</b>	5076370	DE VILLIERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	617-951-7169		
<b>Email:</b>	catherine.murray@ropesgray.com		
<b>Correspondent Name:</b>	Catherine Murray		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		

CH \$240.00 1129651

<b>ATTORNEY DOCKET NUMBER:</b>	SGGP-150-007
<b>NAME OF SUBMITTER:</b>	Catherine Murray
<b>SIGNATURE:</b>	/cmurray/
<b>DATE SIGNED:</b>	09/13/2017

**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (this “Assignment”) is executed as of August 15, 2017, by and between CALERA WINE COMPANY, a California limited partnership (“Assignor”), in favor of DUCKHORN WINE COMPANY, a California corporation (“Assignee”).

WHEREAS, Assignor is the current owner of the following trademarks (the “Trademarks”) now registered in the U.S. Patent and Trademark office:

<u>Trademarks</u>	<u>Registration Date</u>	<u>US Registration Number</u>
CALERA	01/22/1980	1,129,651
JENSEN	06/02/1992	1,690,434
MILLS	03/17/1992	1,679,593
REED	04/14/1992	1,683,158
SELLECK	03/31/1992	1,681,376
LIME KILN LOGO DESIGN	08/18/1998	2,182,521
RYAN	10/11/2005	3,006,555
DE VILLIERS	6/07/2011	3,976,107
DE VILLIERS	11/08/2016	5,076,370

WHEREAS, Assignee, having its principal offices at 1000 Lodi Lane, Saint Helena, California 94574, desires to acquire, and the Assignor wishes to assign, the Trademarks and the registration pursuant to the terms and conditions of the Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of August 15, 2017, by and among Assignee, Assignor, Mr. Harlan Vineyard LLC, a California Limited Liability Company, Josh Jensen, an individual, Chloe Alexandra Jensen, an individual, Duggan Aubert Jensen, an individual and Sylvie Elizabeth Jensen, an individual. Capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, subject to the terms and conditions of the Asset Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest to the Trademarks, together with the goodwill of the business symbolized thereby, free and clear of all Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. From and after the Closing Date, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in

addition to the Ancillary Documents, and take such other action as may reasonably be necessary to consummate the transactions contemplated by the Asset Purchase Agreement or to give effect to the transactions contemplated by the Ancillary Documents.

3. Notwithstanding anything to the contrary contained herein, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

4. 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 and construed in accordance with the laws of California, without giving effect to the conflicts of laws provisions thereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date first above written.

**ASSIGNOR:**

Calera Wine Company,  
a California limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

Duckhorn Wine Company,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

**TRADEMARK**  
**REEL: 006153 FRAME: 0146**

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date first above written.

**ASSIGNOR:**

Calera Wine Company,  
a California limited partnership

By: Josh Jensen  
Name: JOSH JENSEN  
Its: GENERAL PARTNER

**ASSIGNEE:**

Duckhorn Wine Company,  
a California corporation

By: Josh Jensen  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date first above written.

ASSIGNOR:

Calera Wine Company,  
a California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

Duckhorn Wine Company,  
a California corporation

By: Alex Ryan  
Name: Alex Ryan  
Its: President and CEO

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]