

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEVIATHAN WINE COMPANY, LLC		10/06/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HUNEEUS VINTNERS LLC		
Street Address:	1040 Main Street		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94559		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3564097	LEVIATHAN	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	10/30/2017		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is executed as of October 6, 2017, by and between LEVIATHAN WINE COMPANY, LLC, a California limited liability company (“**Assignor**”), in favor of HUNEEUS VINTNERS LLC, a Delaware limited liability company (“**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>
LEVIATHAN	January 20, 2009	3564097

WHEREAS, Assignee, having its principal offices at 1040 Main Street, Napa, California 94559, 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 “**Purchase Agreement**”), dated as of October 6, 2017, by and among Assignee and Assignor. Capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, subject to the terms and conditions of the 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 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 Purchase Agreement, and in the event of any conflict between the terms and provisions of this Assignment and the

terms and provisions of the Purchase Agreement, the terms and provisions of the 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)

[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:

LEVIATHAN WINE COMPANY, LLC,
a California limited liability company

DocuSigned by:
Kevin McGee
2FF41BEAA8C7426...

By: _____

Name: Kevin McGee

Title: Manager

By: Leviathan Holdings, LLC,
a Delaware limited liability company
Its: Member

DocuSigned by:
Kevin McGee
2FF41BEAA8C7426...

By: _____

Name: Kevin McGee

Title: Manager

By: _____

Name: Andy Erickson

Title: Member

ASSIGNEE:

HUNEEUS VINTNERS LLC,
a Delaware limited liability company

By: _____

Agustin Francisco Huneeus,
Managing Member

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ASSIGNOR:

LEVIATHAN WINE COMPANY, LLC,
a California limited liability company

By: _____

Name: Kevin McGee

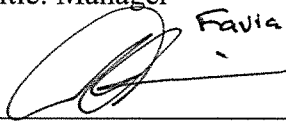
Title: Manager

By: Leviathan Holdings, LLC,
a Delaware limited liability company
Its: Member

By: _____

Name: Kevin McGee

Title: Manager

By:  _____
Favia Erickson Winegrowers, LLC
its Member

Name: Andy Erickson

Title: Member

ASSIGNEE:

HUNEEUS VINTNERS LLC,
a Delaware limited liability company

By: _____

Agustin Francisco Huneeus,

Managing Member

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LEVIATHAN WINE COMPANY, LLC,
a California limited liability company

By: _____

Name: Kevin McGee

Title: Manager

By: Leviathan Holdings, LLC,
a Delaware limited liability company
Its: Member

By: _____

Name: Kevin McGee

Title: Manager

By: _____

Name: Andy Erickson

Title: Member

ASSIGNEE:

HUNEEUS VINIERS LLC,
a Delaware limited liability company

By: _____

Agustin Francisco Huneeus,
Managing Member

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