

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450081

<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>
C. Mondavi & Family		09/09/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aloft Wines, LLC		
<b>Street Address:</b>	383 Las Posadas		
<b>City:</b>	Angwin		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94508		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4099399	ALOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	415-268-7000		
<b>Email:</b>	ksamia@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	c/o Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT2/		
<b>DATE SIGNED:</b>	11/07/2017		
<b>Total Attachments: 2</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made as of September 9, 2017 (the "Effective Date") by and between C. Mondavi & Family ("Assignor"), a California corporation with its principal place of business in St. Helena, California and Aloft Wines, LLC ("Assignee"), a California limited liability company with its principal place of business at 383 Las Posadas, Angwin, CA 94508 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark ALOFT (the "Mark"), to the registrations and application set forth in Exhibit A for goods in International Class 33 identified as "wine," and to the goodwill and reputation of the business connected with and symbolized by the Mark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with all registrations and applications therefore and all goodwill associated therewith. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Mark to Assignee.
2. **REPRESENTATIONS AND WARRANTIES.** Assignor represents, warrants and covenants that: (a) Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) Assignor's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party; and (c) Assignor has the right to grant the rights granted herein without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained.
3. **MISCELLANEOUS.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE

By: Janice E. Mandavi  
 Name: JANICE E. MANDAVI  
 Title: CFO

ASSIGNOR

By: Kathy DeVille  
 Name: Kathy DeVille's  
 Title: CFO

**EXHIBIT A**

<b>Trademark:</b>	<b>Goods:</b>	<b>Official No.</b>	<b>Country</b>
ALOFT	Wine	Reg. No. 4,099,399	U.S.A.
ALOFT	Wine	App. No. 1734537	Canada
ALOFT	Wine	Reg. No. 683005	Switzerland
ALOFT	Wine	Reg. No. 7802280	China
ALOFT	Wine	Reg. No. 5303516	Japan