

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David S. Phinney		12/04/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	E. & J. Gallo Winery		
Street Address:	600 Yosemite Boulevard		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95354		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87450343	INSIDE OUT	
CORRESPONDENCE DATA			
Fax Number:	7079633130		
<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:	7079633030		
Email:	luisa@reidylawgroup.com		
Correspondent Name:	Daniel Reidy, Esq.		
Address Line 1:	1230 Spring St.		
Address Line 4:	St. Helena, CALIFORNIA 94574		
NAME OF SUBMITTER:	Daniel Reidy, Esq.		
SIGNATURE:	/Daniel A. Reidy/		
DATE SIGNED:	02/12/2018		
Total Attachments: 1			
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OP \$40.00 87450343

ASSIGNMENT OF TRADEMARKS


Whereas, David S. Phinney, an individual with an address at P.O. Box 475, Rutherford California 94573 ("Assignor") has adopted, used, and owns United States Trademark Application Serial No. 87450343 (the "Application") for the INSIDE OUT trademark (the "Trademark") used in connection with alcoholic beverages except beers in Int. Class 033.


Whereas, E. & J. Gallo Winery, a California corporation with an address at 600 Yosemite Boulevard, Modesto, California 95354 ("Assignee") is desirous of acquiring the Application and Trademark.

Whereas, the Assignor represents and warrants that it owns all rights and title to the Application and Trademark and that Assignor: (i) has not assigned or transferred any right, title or interest in and to the Application or Trademark to any third party or legal entity, and (ii) to the best of Assignor's knowledge that there have not been, and are, no third party claims against Assignor of any kind challenging Assignor's exclusive rights to the Application or Trademark.

Now therefore, for good and valuable consideration received, Assignor hereby irrevocably assigns to Assignee all rights title, and interest in and to the Application and Trademark, together with the goodwill associated with the goods and business symbolized by the Trademark, and including: (i) the registrations thereof; (ii) the common law trademarks and all rights associated therewith; (iii) all rights of any kind whatsoever accruing under or relating to the Trademark provided by applicable laws, international treaties, and conventions and otherwise; and (iv) any and all royalties fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademark, and the right to recover damages and profits for past infringements thereof.

David S. Phinney
("Assignor")



Signed in  on this 4th day of December, 2017
(location)