

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph G Weisenhorn		03/20/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DukeFest Partners, LLC		
Street Address:	14 Montecito Blvd		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94559		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86536856	DUKE'S FOLLY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	207-200-7760		
Email:	trademark@opticliff.com		
Correspondent Name:	Andrew Kraus		
Address Line 1:	123 Free St STE 200		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Andrew Kraus		
SIGNATURE:	/Andrew Kraus/		
DATE SIGNED:	03/20/2018		
Total Attachments: 2			
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source=180320-AssignmentOfTrademark - DukeFest Partners, LLC#page2.tif			

OP \$40.00 86536856

TRADEMARK ASSIGNMENT

This Assignment is made as of March 20, 2018 (the "Effective Date") by and between DukeFest Partners, LLC, a California limited liability company with principal address of 14 Montecito Blvd. Napa, CA 94559 ("Assignee"), and Joseph G. Weisenhorn, an individual citizen of the United States with an address of 14 Montecito Blvd. Napa, CA 94559 ("Assignor").

WHEREAS, Assignor is the owner of certain registered trademarks and common law trademarks, including those identified in Exhibit A-TM attached hereto (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks;

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

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the Trademarks and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the Trademarks.

4. Amendment. This Agreement may be amended only by a writing signed by both parties.

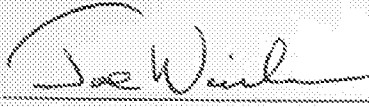
5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. **Agreement to Perform Necessary Acts.** The parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, with all resulting fees therefrom to be borne by Assignee.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Any signature delivered by a Party by facsimile or any other form of electronic transmission shall be deemed to be an original signature hereto.

ASSIGNEE:

DukeFest Partners, LLC

By: 
Name: Joseph G. Weisenhorn
Title: Managing Member

ASSIGNOR:

Joseph G. Weisenhorn


By: 
Name: Joseph G. Weisenhorn, individually

EXHIBIT A-TM

DUKE'S FOLLY – common law mark & USPTO Serial No. 86536856

Duke's Folly

Word Mark	DUKE'S FOLLY
Goods and Services	IC 033. US 047 049. G & S: Wine IC 040. US 100 103 106. G & S: Custom production of wine for others; Providing information about wine-making
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	86536856
Filing Date	February 17, 2015
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	August 15, 2017
Owner	(APPLICANT) Joseph G. Weisenhorn INDIVIDUAL UNITED STATES 14 Montecito Blvd. Napa CALIFORNIA 94559
Attorney of Record	Andrew Kraus
Type of Mark	TRADEMARK. SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE