

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485969

<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>
Douglas Braun		08/04/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bronco Wine Company		
<b>Street Address:</b>	6342 Bystrum Road		
<b>City:</b>	Ceres		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95307		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2280217	PRESIDIO	
<b>Registration Number:</b>	3566463	ARTISTIC LICENSE	
<b>Registration Number:</b>	4783119	PRESIDIO DEL SOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122241510		
<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>	3127207751		
<b>Email:</b>	awilcox@vaneklaw.com		
<b>Correspondent Name:</b>	Angela C. Wilcox		
<b>Address Line 1:</b>	55 West Monroe		
<b>Address Line 2:</b>	Floor 35		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Attorney for Assignee		
<b>SIGNATURE:</b>	/Angela C. Wilcox/		
<b>DATE SIGNED:</b>	08/14/2018		
<b>Total Attachments: 4</b>			
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OP \$90.00 2280217



## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of ~~July~~ <sup>August 7th</sup> ~~4th~~, 2018 (the "Effective Date"), is by and between Douglas A. Braun d/b/a Presidio Winery, a sole proprietorship with its principal place of business at 509 South C Street, Lompac, California 93436 ("Assignor"), and Bronco Wine Company, a California corporation with its principal place of business at 6342 Bystrum Road, Ceres, California 95307 ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of the Effective Date (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the Presidio Assets, as more fully described in the Asset Purchase Agreement, on the terms and subject to the conditions set forth in the Asset Purchase Agreement, which Presidio Assets include, without limitation, the certain trademark set forth in Schedule A, attached hereto and made a part hereof (the "Trademark(s)"); and

WHEREAS, the parties hereto desire to effect the consummation of the sale, assignment, transfer, delivery and conveyance to the Assignee of the Trademark(s).

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings set forth in the Asset Purchase Agreement.
2. Transfer of Rights in Trademark(s). Assignor hereby sells, assigns, transfers delivers, and conveys to Assignee, as of the Effective Date, all of Assignor's right, title and interest in and to the Trademark(s) pursuant to the terms of the Asset Purchase Agreement.
3. Further Assurances. Assignor will execute all documents, instruments or conveyances of any kind and, at Assignee's expense, take all appropriate actions which may be reasonably necessary or advisable to carry out any of the provisions hereof.
4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflicts of law provision or rule thereof.
5. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or further law, and if the rights and obligations of Assignor or Assignee under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never compromised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from, and (d) in lieu of such illegal, invalid or unenforceable provisions, there will be added automatically as part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

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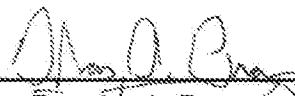
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute but one and the same instrument. The facsimile signature of any party to this Assignment or a PDF copy of the signature of a party to this Assignment delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

7. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment under seal as of the date first set forth above.

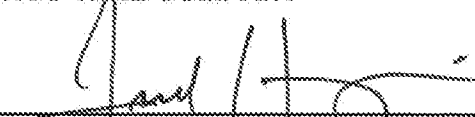
ASSIGNOR:

DOUGLAS A. BRAUN d/b/a PRESIDIO WINERY

BY:   
\_\_\_\_\_  
Douglas A. Braun  
Founder/President/Winemaker

ASSIGNEE:

BRONCO WINE COMPANY

BY:   
\_\_\_\_\_  
Fred T. Franzia  
President and Chief Executive Officer  
8/9/18  
@ers

# SCHEDULE A to Trademark Assignment



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## PRESIDIO

**Word Mark** PRESIDIO  
**Translations** The English translation of "PRESIDIO" is "GARRISON"  
**Goods and Services** IC 033, US 047 049, B & S; wines, FIRST USE: 19930900, FIRST USE IN COMMERCE: 19930900  
**Mark Drawing Code** (1) TYPED DRAWING  
**Serial Number** 74724859  
**Filing Date** September 5, 1995  
**Current Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** July 6, 1999  
**Change in Registration** CHANGE IN REGISTRATION HAS OCCURRED  
**Registration Number** 2280217  
**Registration Date** September 26, 1999  
**Owner** (REGISTRANT) PRESIDIO WINES, INC. CORPORATION CALIFORNIA 2755 PURISIMA ROAD LOMPOC CALIFORNIA 934360017  
(LAST LISTED OWNER) BRAUN, DOUGLAS INDIVIDUAL UNITED STATES 1603 COPENHAGEN DRIVE #1 SOLVANG CALIFORNIA 93463  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** Victoria Carver  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15, SECT 8 (8-YR), SECTION 8(15-YR) 20060030  
**Renewal** 1ST RENEWAL 20060030  
**Live/Dead Indicator** LIVE



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## ARTISTIC LICENSE

**Word Mark** ARTISTIC LICENSE  
**Goods and Services** IC 033, US 047 049, B & S; Wines, FIRST USE: 20060915, FIRST USE IN COMMERCE: 20060915  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 77181225  
**Filing Date** May 15, 2007  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** November 11, 2008  
**Registration Number** 3566463  
**Registration Date** January 27, 2009  
**Owner** (REGISTRANT) PRESIDIO WINES, INC. CORPORATION CALIFORNIA 2755 PURISIMA ROAD LOMPOC CALIFORNIA 93436  
(LAST LISTED OWNER) BRAUN, DOUGLAS INDIVIDUAL UNITED STATES 1603 COPENHAGEN DRIVE SOLVANG CALIFORNIA 93463  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** VICTORIA CARVER  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15, SECT 8 (8-YR)  
**Live/Dead Indicator** LIVE

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**SCHEDULE A (continued)**  
**to**  
**Trademark Assignment**

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## PRESIDIO DEL SOL

<b>Word Mark</b>	PRESIDIO DEL SOL
<b>Translations</b>	The English translation of "Del Sol" in the mark is "Sun".
<b>Goods and Services</b>	IC 033, US 047 049, G & S Wine, FIRST USE: 20150201, FIRST USE IN COMMERCE: 20150301
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	86281661
<b>Filing Date</b>	May 15, 2014
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	October 28, 2014
<b>Registration Number</b>	4783119
<b>Registration Date</b>	July 28, 2015
<b>Owner</b>	(REGISTRANT) DOUGLAS BRAUN INDIVIDUAL UNITED STATES #1 1603 Copenhagen Drive Solvang CALIFORNIA 93463
<b>Attorney of Record</b>	Victoria Carver
<b>Prior Registrations</b>	2280217
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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