

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490677

<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>
Wheeler Winery, Inc.		02/01/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boisset-Fratelli LLC		
<b>Street Address:</b>	849 Zinfandel Lane		
<b>City:</b>	Saint Helena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94574		
<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>Serial Number:</b>	87602445	J'NOON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(707) 526-4200		
<b>Email:</b>	jdawson@cmprlaw.com		
<b>Correspondent Name:</b>	John B. Dawson		
<b>Address Line 1:</b>	100 B Street, Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401		
<b>NAME OF SUBMITTER:</b>	John B. Dawson		
<b>SIGNATURE:</b>	/John B. Dawson/		
<b>DATE SIGNED:</b>	09/19/2018		
<b>Total Attachments: 2</b>			
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source=J'NOON Trademark Assignment#page2.tif			

OP \$40.00 87602445

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 1, 2018 (the "Effective Date"), by and between Wheeler Winery, Inc. a California corporation ("Assignor") and Boisset-Fratelli LLC, a California limited liability company ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

### RECITALS

WHEREAS, Assignor is the owner of, and has used and/or intended to use, the trademark J'NOON, which is the subject of a pending application that is filed with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, U.S. Trademark Serial No. 87-602,445 in International Class 033 for "Alcoholic beverages except beers; Wines" (the "Trademark"), and is the sole and exclusive owner of the business goodwill related to the trademark and symbolized thereby and

WHEREAS, Assignee desires to acquire from Assignor all of its rights, title and interest in the Trademark and all business goodwill related therewith.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee, as of the Effective Date, all of Assignor's rights, title, and interest in and to the Trademark as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark Act (15 USC §1060), together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, the registration and all registration rights with respect to the Trademark, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademark provided by applicable laws, international treaties, conventions and otherwise, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

3. The Parties hereby agree to do the following: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. 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.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**

WHEELER WINERY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature]*  
ALAIN CONNET  
CEO

**ASSIGNEE:**

BOISSEL PRATELLI LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature]*  
Schmitt  
Director