

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499503

|   |                                  |                       |                                   |
|---|----------------------------------|-----------------------|-----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                       |                                   |
| <b>NATURE OF CONVEYANCE:</b>  | NUNC PRO TUNC ASSIGNMENT         |                       |                                   |
| <b>EFFECTIVE DATE:</b>  | 07/13/2018                       |                       |                                   |
| <b>CONVEYING PARTY DATA</b>   |                                  |                       |                                   |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b> | <b>Entity Type</b>                |
| Worldwide Beverage Imports, LLC   |                                  | 11/12/2018            | Limited Liability Company: NEVADA |
| <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: 2</b>  |                                  |                       |                                   |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>      |                                   |
| <b>Registration Number:</b>   | 4772257                          | LA CATRINA            |                                   |
| <b>Serial Number:</b>   | 86893889                         | LA CATRINA            |                                   |
| <b>CORRESPONDENCE DATA</b>  |                                  |                       |                                   |
| <b>Fax Number:</b>  | 6172359493                       |                       |                                   |
| <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>   | 212-596-9287                     |                       |                                   |
| <b>Email:</b>   | ustrademarkmail@ropesgray.com    |                       |                                   |
| <b>Correspondent Name:</b>  | Nicole Mollica, Ropes & Gray LLP |                       |                                   |
| <b>Address Line 1:</b>  | 1211 Avenue of the Americas      |                       |                                   |
| <b>Address Line 4:</b>  | New York, NEW YORK 10036         |                       |                                   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | BWIM-TIP                         |                       |                                   |
| <b>NAME OF SUBMITTER:</b>   | Nicole Mollica                   |                       |                                   |
| <b>SIGNATURE:</b>   | /nicole mollica/                 |                       |                                   |
| <b>DATE SIGNED:</b>   | 11/27/2018                       |                       |                                   |
| <b>Total Attachments: 5</b>   |                                  |                       |                                   |
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## AMENDED AND RESTATED TRADEMARK ASSIGNMENT

THIS AMENDED AND RESTATED TRADEMARK ASSIGNMENT (the "Assignment") effective as of July 13, 2018 (the "Effective Date"), is by and between Worldwide Beverage Imports, LLC, a Nevada limited liability company registered to transact business in California with its principal place of business at 4101 Whiteside Street, Los Angeles, California 90063 ("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 previously entered into a Trademark Assignment dated as of July 13, 2018 (the "Original Assignment");

WHEREAS, Assignor and Assignee desire to amend and restate the Original Assignment in its entirety and to replace the Original Assignment with this Assignment, which shall supersede the Original Assignment in all respects;

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of June 4, 2018 (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 WBI 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 WBI Assets include, without limitation, the certain trademarks set forth in Schedule A attached hereto and made a part hereof (the "Trademark(s)"), together with the goodwill of the business symbolized by such Trademarks;

WHEREAS, Assignee is successor to the portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing; 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) and all of the goodwill of the business associated with the Trademark(s), including without limitation all common law rights in

and to the Trademark(s) and all registrations and pending applications for the Trademarks(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.

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.

[Remainder of page intentionally blank.]

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed, *nunc pro tunc*, effective as of July 13, 2018.

ASSIGNOR:

WORLDWIDE BEVERAGE IMPORTS, LLC

BY:



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Name: Delia E. Rodriguez

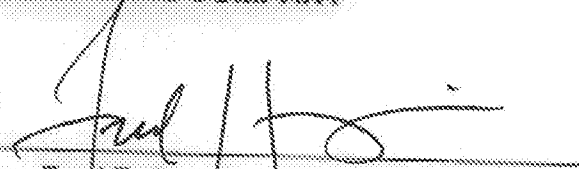
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Title: Managing Member

ASSIGNEE:

BRONCO WINE COMPANY

BY:



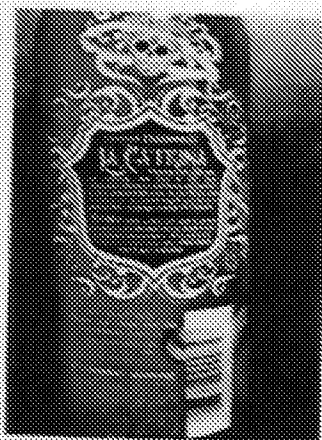
Fred T. Franzia

President and Chief Executive Officer

TRADEMARK

REEL: 006488 FRAME: 0746

SCHEDULE A  
to  
Trademark Assignment



Mark: LA CATRINA


US Serial Number: 8544222

US Registration Number: 472207

Mark as Used Here: Yes

Register: Primary

Mark Type: Trademark

TM Common Law Description: 

Notice: Registered. The registration may be used to determine other party's registration requirements.

Start Date: Jul 14, 2010

Publisher Date: Apr 26, 2010

LA CATRINA

Application Filing Date: Nov 24, 2010

Registration Date: Jul 14, 2010

Current TM Act Part: Yes

USPTO Fee: Professional and Other

The trademark application has been registered on this date.

HL

Handwritten initials or a signature, possibly 'HL' or similar, written in a cursive style.

# La Catrina

|                      |            |
|----------------------|------------|
| Word Mark            | LA CATRINA |
| Goods and Services   | ...        |
| Standard Character   | ...        |
| Serial               | ...        |
| First Filing Date    | ...        |
| App Number           | ...        |
| Filing Date          | ...        |
| Current Status       | ...        |
| Original Filing Date | ...        |
| Class                | ...        |
| Type of Mark         | ...        |
| Register             | ...        |
| Classification       | ...        |

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