

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D. & J.F. Cellars, Inc.		08/30/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Ston Wolf Vineyards LLC		
Street Address:	2155 NE Lafayette Avenue		
City:	McMinnville		
State/Country:	OREGON		
Postal Code:	97128		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1818552	DUCK POND	
Registration Number:	2374286	DUCK POND	
Registration Number:	2422529		
Registration Number:	2598315		
Registration Number:	2502508		
Registration Number:	2649287		
Registration Number:	2221964	POND CELLARS	
Registration Number:	4695997		
Registration Number:	4696000		
CORRESPONDENCE DATA			
Fax Number:	2156474884		
<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:	2158538255		
Email:	ccusick@cusickip.com		
Correspondent Name:	Cusick IP PLLC		
Address Line 1:	716 N Bethlehem Pike, Suite 302		
Address Line 4:	Ambler, PENNSYLVANIA 19002		
NAME OF SUBMITTER:	Clinton J. Cusick		

OP \$240.00 1818552

SIGNATURE:	/43573/
DATE SIGNED:	12/06/2018
Total Attachments: 4 source=Trademark Assigment for Recordation#page1.tif source=Trademark Assigment for Recordation#page2.tif source=Trademark Assigment for Recordation#page3.tif source=Trademark Assigment for Recordation#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*Assignment*") is made and entered into as of August 30, 2018, by and between D. & J.F. Cellars, Inc., a Oregon corporation, Greenpatch Farm, Inc., a Washington corporation, and E.G.M., LLC, an Oregon limited liability company (collectively, "*Assignor*") and Stone Wolf Vineyards LLC, a ("*Assignee*"), pursuant to that certain Purchase Agreement, dated as of [August 31, 2018] (the "*Purchase Agreement*"), between Assignor and Assignee and certain other parties thereto.

RECITALS

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to transfer and assign unto Assignor certain intellectual property owned by Assignor;

WHEREAS, pursuant to the terms and conditions of this Assignment and the Purchase Agreement, Assignor desires to assign to Assignee all of Assignee's right, title and interest in, to and under those trademarks listed in Exhibit A (the "*Marks*") and Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. For the consideration set forth in the Purchase Agreement, and intending to be legally bound, Assignor hereby assigns, sells, transfers, and conveys unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with that part of the good will of Assignor's business connected with the use of and symbolized by the Marks and the registrations thereof, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks; and

2. Further Actions. Assignor will (a) execute and deliver such further instruments and documents and take such other actions as Assignee may reasonably request in order to effectuate the purposes of this Assignment and to carry out the terms hereof, including executing appropriate assignments complying with foreign law, and (b) take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations, and agreements, or otherwise to consummate and make effective the transactions contemplated by this Assignment.

3. Authorization. Assignee hereby authorizes the Commissioner of Patents and Trademarks and other empowered officials of the United States Patent and Trademark Office to record the transfer of the Marks to Assignee as purchaser and assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all registration certificates and other items referred to above which may issue with respect to the Marks.

4. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

5. General. Assignor and Assignee acknowledge and agree that the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts, all of which together shall constitute one and the same document. A photocopied or facsimile signature shall be deemed to be the functional equivalent of a manually executed original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

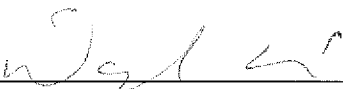
D. & J.F. CELLARS, INC.

By: 

Name: Gregory FRIES

Title: President

GREENPATCH FARM, INC.

By: 

Name: Douglas Fries

Title: Pres

E.G.M., LLC


By: 

Name: Gregory FRIES

Title: manager

ASSIGNEE:

STONE WOLF VINEYARDS LLC

By: 

Name: Ari Walla

Title: CEO

TRADEMARK

REEL: 006495 FRAME: 0725

Exhibit A

Registered Trademarks and Pending Trademark Applications

Country	Mark	Reg. / Serial No.
USA	Duck Pond	1,818,552
USA	Duck Pond	2,374,286
China	Duck Pond	21483357
Hong Kong	Duck Pond	300132803
Mexico	Duck Pond	1565363
Canada	Duck Pond Cellars	TMA485735
Japan	Duck Pond Cellars	4211416
Sweden	Duck Pond Cellars	327519
U.K.	Duck Pond Cellars	2,116,697
USA	Image	2,422,529
USA	Image	2,598,315
USA	Image	2,502,508
USA	Image	2,649,287
USA	Pond Cellars	2,221,964
USA	Stylized Duck Logo	4,695,997
USA	Stylized Duck Logo	4,696,000