

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500682

| | | | |
|---|-------------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Phillips Farms, LLC | | 10/19/2018 | Limited Liability Company: CALIFORNIA |
| Michael-David LLC | | 10/19/2018 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | The Wine Group LLC | | |
| Street Address: | 17000 E Highway 120 | | |
| City: | Ripon | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95366 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87132317 | THE SEVEN DEADLY SINS | |
| Registration Number: | 5215348 | SEVEN DEADLY RED | |
| Registration Number: | 2641012 | THE SEVEN DEADLY ZINS | |
| Registration Number: | 4807099 | 7 Z VANITY WRATH SLOTH GREED GLUTTONY EN | |
| Registration Number: | 2905529 | 7 DEADLY ZINS GLUTTONY SLOTH LUST ENVY G | |
| Registration Number: | 3840470 | 7 DEADLY ZINS GLUTTONY SLOTH LUST ENY GR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2132897727 | | |
| <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: | 2134262623 | | |
| Email: | meason@goodwinlaw.com | | |
| Correspondent Name: | Michele Eason/Goodwin Procter LLP | | |
| Address Line 1: | 601 S Figueroa St 41st Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | 139252.278593 | | |
| NAME OF SUBMITTER: | Michele A. Eason | | |

OP \$165.00 87132317

| | |
|---|----------------------|
| SIGNATURE: | /s/ Michele A. Eason |
| DATE SIGNED: | 12/04/2018 |
| Total Attachments: 6 source=Sunday - Trademark Assignment Agreement (Executed)#page1.tif source=Sunday - Trademark Assignment Agreement (Executed)#page2.tif source=Sunday - Trademark Assignment Agreement (Executed)#page3.tif source=Sunday - Trademark Assignment Agreement (Executed)#page4.tif source=Sunday - Trademark Assignment Agreement (Executed)#page5.tif source=Sunday - Trademark Assignment Agreement (Executed)#page6.tif | |

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of October, 2018 (the "Effective Date"), by and among Michael-David LLC, California limited liability company and Phillips Farms, LLC, a California limited liability company (each, an "Assignor" and collectively, the "Assignors"), and The Wine Group LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignors hold all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, dated as of October 18, 2018 (the "Purchase Agreement"), pursuant to which the Assignors agreed to transfer, sell and convey to the Assignee certain of the assets of the Assignors, including the Marks and the goodwill of the business symbolized thereby and the applications and registrations therefor around the world;

WHEREAS, the Assignors now wish to assign the Marks to the Assignee, and the Assignee is desirous of acquiring the Marks from the Assignors, together with the goodwill of the business symbolized thereby and the applications and registrations therefor around the world;

WHEREAS, the Assignors are conveying the Marks to the Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignors do hereby sell, assign, convey and transfer unto the Assignee and its successors, assigns and legal representatives, the Assignors' entire right, title and interest throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto and the applications and registrations therefor around the world, the same to be held and enjoyed by the Assignee, its successors, permitted assigns and legal representatives, together with income, royalties, damages or payments due on or after the Effective Date, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for the Assignee's sole use and enjoyment. This Assignment is free of all Encumbrances as defined in the Purchase Agreement.

The Assignors do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, assigns and legal representatives in accordance with the terms of this Assignment.

The Assignee and the Assignors also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and the Assignors.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the Effective Date.

MICHAEL DAVID
LLC

Name: David J. Phillips
Signature: [Signature]
Title: Manager

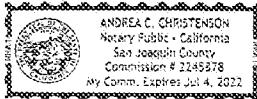
NOTARIZATION

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of the Assignors and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____



PHILLIPS FARMS, LLC

Name: David J. Phillips
Signature: [Signature]
Title: President

NOTARIZATION

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of the Assignors and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

Signature page to Trademark Assignment

2426316975986.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Joaquin

On October 15, 2018 before me, Andrea C. Christensen, Notary Public

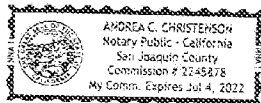
Date

Here Insert Name and Title of the Officer

personally appeared David J. Phillips

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Andrea C. Christensen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

TRADEMARK

REEL: 006540 FRAME: 0746

THE WINE GROUP LLC:

Name:

Signature:

Title:

[Handwritten signature]

John Sutton

CEO

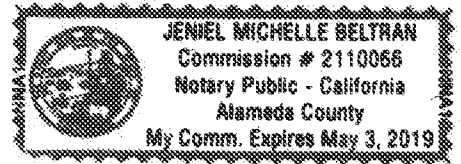
On this 19 day of October, 2018, before me, the undersigned Notary Public, personally appeared Jeniel Beltran proved to me through satisfactory evidence of identification, which was/were John Sutton, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of the Assignee and executed this document of his/her own free will.

J. Beltran

Signature of Notary

(Seal)

My Commission Expires: 5-3-2019

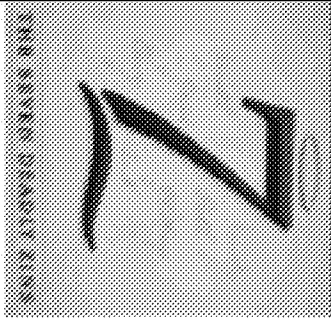
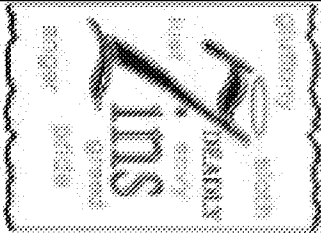


Signature page to Trademark Assignment

TRADEMARK
REEL: 006540 FRAME: 0747

EXHIBIT A


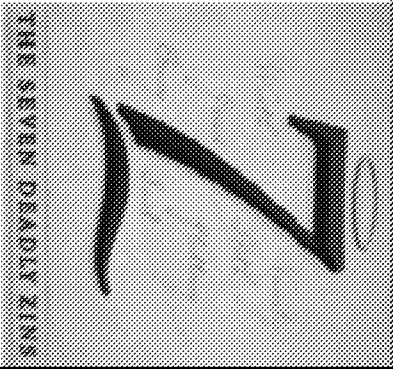
| # | TRADEMARK | REGISTRATION /APPLICATION | Class | Next Action Due |
|---------------------------------|-----------------------|---|---|---|
| ALIVE MAIN "SEVEN" MARKS | | | | |
| 1 | THE SEVEN DEADLY SINS | U.S. App. No. 87/132,317 | Wine (IC 033) | Specimen or 4 th Extension due on 02/28/2019 Allowed |
| 2 | | Can App. 1,821,713 | Wine (IC 033) | 2018-06-08 — Response by 02/07/2020 Next Action |
| 3 | | European Reg. No. 016323248 | Wine (IC 033) | 02/07/2025 (10th Year Renewal) |
| 4 | SEVEN DEADLY RED | U.S. Reg. No. 5,215,348 | Wine (IC 033) | Next Action 06/30/2022 (Section 8) |
| 5 | THE SEVEN DEADLY ZINS | U.S. Reg. No. 2,641,012 Can Reg. No. TMA716,503 EU Reg. No. 008334864 | Wine (IC 033) | Next Action 10/22/2021 (Section 9) |
| 6 | | | Mine (IC 033) | Next Action 06/12/2023 (15th Year Renewal) |
| 7 | | | Wine (IC 033) | Next Action 06/02/2019 (10th Year Renewal) |
| 8 | | U.S. Reg. No. 4,807,099 Can Reg. No. TMA939,810 U.S. Reg. No. 5,140,260 | Wine (IC 033) | Next Action 09/08/2020 (Section 8) |
| 9 | | | Wine (IC 033) | Next Action 06/03/2031 (15th Year Renewal) |
| 10 | | | Clothing, namely, t-shirts, hats, sweatshirts, and light coats, sold at Michael David Winery wine tasking room and online from Michael David Winery's website (25). | Next Action 02/14/2022 (Section 8) |
| 11 | | U.S. Reg. No. 2,905,529 | Wine (IC 033) | Next Action 11/30/2023 (Section 9) |



TRADEMARK

REEL: 006540 FRAME: 0748

EXHIBIT A

| | | | | |
|----|---|-----------------------------|---------------------------|--|
| 12 |  | U.S. Reg. No. 3,840,470 | Wine (IC 033) | Next Action 08/11/2019 (Section 8 and 9) |
| 13 | 7 DEADLY ZINS | Chinese Reg. No. 8324843 | Wine (IC 033) | Next Action 05/28/2021 (10th Year Renewal) |
| 14 |  | European Reg. No. 008380289 | Wine (IC 033) | Next Action 06/29/2019 (10th Year Renewal) |
| 15 | SEVEN HEAVENLY | Can Reg. No. TMA939,310 | Wine and spirits (IC 033) | Next Action 06/03/2031 |

ALIVE "HEAVENLY" MARK

TRADEMARK