

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547626

<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>
Summers Winery, LLC		10/25/2019	Limited Liability Company: CALIFORNIA
<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>	4679043	MCMLXXXVII SUMMERS	
<b>Registration Number:</b>	4806600	SUMMERS	
<b>Registration Number:</b>	3569176	MCMLXXXVII SUMMERS	
<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>	3122241504		
<b>Email:</b>	awilcox@wilcoxip.com		
<b>Correspondent Name:</b>	Angela C. Wilcox		
<b>Address Line 1:</b>	55 West Monroe		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Mary A. Cadrot		
<b>SIGNATURE:</b>	/Mary A. Cadrot/		
<b>DATE SIGNED:</b>	11/01/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of October 25, 2018 (the "Effective Date"), is by and between Summers Winery, LLC d/b/a Summers Estate Wines, a winery transacting business in California with its principal place of business at 1171 Tubbs Lane, Calistoga, California 94515 ("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 of Assignor's right, title and interest of every kind and nature in and to the Summers 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 Summers Assets include, without limitation, those certain trademarks 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), including the goodwill of the business symbolized by 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.

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.

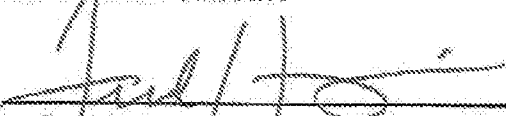
ASSIGNOR:

SUMMERS WINERY, LLC d/b/a  
SUMMERS ESTATE WINES

BY:   
Beth Summers  
Managing Member

ASSIGNEE:

BRONCO WINE COMPANY

BY:   
Fred T. Franzja  
President and Chief Executive Officer

SCHEDULE A  
to  
Trademark Assignment

Page 11 of 26

Initials: Branco

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Summers

YBS

# United States of America

United States Patent and Trademark Office



Reg. No. 4,679,043

Registered Jan. 27, 2015

Int. CL: 33

TRADEMARK

PRINCIPAL REGISTER

SUMMERS WINERY, LLC (CALIFORNIA LIMITED LIABILITY COMPANY)  
1171 TUBBS LANE  
CALISTOGA, CA 94515

FOR: WINES, IN CLASS 33 (U.S. CLS. 47 AND 49).

FIRST USE 1-1-1994; IN COMMERCE 1-1-1994.

OWNER OF U.S. REG. NO. 3,169,176.

THE MARK CONSISTS OF A TRIPLE BORDERED DIAMOND DESIGN SITTING HORIZONTALLY ON ITS POINT. IN THE CENTER OF THE DIAMOND DESIGN IS A BANNER WITH THE ROMAN NUMERALS "MCMXXXVII" IN THE CENTER OF THE BANNER; BELOW WHICH APPEARS A KNIGHT CHESS PIECE DESIGN REPRESENTED BY A HORSE'S HEAD AND NECK IN PROFILE. IN THE CENTER OF THE BASE OF THE HORSE HEAD DESIGN IS THE WORDING "SUMMERS", BELOW WHICH APPEARS A CURVED GRAPE VINE WITH A CLUSTER OF GRAPES IN THE CENTER OF THE GRAPE VINE WITH GRAPE LEAVES FLOWING UPWARDS FROM THE LEFT AND RIGHT SIDE OF THE CLUSTER OF GRAPES. A SMALL SOLID COLORED EQUILATERAL TRIANGLE IS LOCATED IN THE INSIDE LEFT AND RIGHT CORNERS OF THE DIAMOND.

SER. NO. 85-321,986, FILED 6-26-2014.

SUSAN STIGLITZ, EXAMINING ATTORNEY



*Michelle K. Lam*

Deputy Director of the United States  
Patent and Trademark Office

+/+

United States of America  
United States Patent and Trademark Office

SUMMERS

Reg. No. 4,806,600

Registered Sep. 8, 2015

Int. Cl.: 33

TRADEMARK

PRINCIPAL REGISTER

SUMMERS WINERY, LLC (CALIFORNIA LIMITED LIABILITY COMPANY)  
1171 TUBBS LANE  
CALISTOGA, CA 94515

FOR: WINES, IN CLASS 33 (U.S. CLS. 47 AND 49).

FIRST USE 1-1-1994; IN COMMERCE 1-1-1994.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 3,569,176.

SEC. 2(F).

SER. NO. 86-321,776, FILED 6-26-2014.

SUSAN STIOLTZ, EXAMINING ATTORNEY



*Michelle K. Lam*

Director of the United States  
Patent and Trademark Office

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TRADEMARK

REEL: 006784 FRAME: 0963

Int. Cl.: 33

Prior U.S. Cls.: 47 and 49

Reg. No. 3,569,176

United States Patent and Trademark Office

Registered Feb. 3, 2009

TRADEMARK  
PRINCIPAL REGISTER



**SUMMERS**

SUMMERS WINERY, LLC (CALIFORNIA LIMITED LIABILITY COMPANY)  
1171 TUBBS LANE  
CALISTOGA, CA 94515

SIGN OF A HORSE HEAD IN PROFILE A CURVED VINE APPEARS BELOW THE HORSE HEAD WITH THE WORDING "SUMMERS" BELOW THE VINE.

FOR: WINES, IN CLASS 33 (U.S. CLS. 47 AND 49)

SER. NO. 77-389,718, FILED 1-11-2008

FIRST USE 1-1-1994; IN COMMERCE 1-1-1994

THE MARK CONSISTS OF THE WORDING "MCMLXXXVI" IN A BANNER ABOVE THE DE-

WILLIAM BRECKENRIS, EXAMINING ATTORNEY

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TRADEMARK