

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Becker		12/15/2017	INDIVIDUAL: UNITED STATES
Robert Babbe		12/15/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Old Lodge, LLC		
Street Address:	524 San Anselmo Avenue		
Internal Address:	Suite 119		
City:	San Anselmo		
State/Country:	CALIFORNIA		
Postal Code:	94960		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4646507	DUSTY BOOTS... STAINED HANDS... CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	4159544480		
<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:	4159544400		
Email:	trademarks@fbm.com		
Correspondent Name:	David E. Stoll, Farella Braun + Martel		
Address Line 1:	235 Montgomery Street, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	34749 dusty boots...		
NAME OF SUBMITTER:	David E. Stoll, Attorney of Record		
SIGNATURE:	/david e. stoll/		
DATE SIGNED:	11/04/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of December 15, 2017 (the "Effective Date"), by and among David Becker, an individual and Robert Babbe, an individual (collectively, "Assignor") and Old Lodge, LLC, a California limited liability company ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties." Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Brand and Asset Purchase Agreement, dated November 21, 2017 (the "Purchase Agreement") entered into by the Parties.

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the trademark DUSTY BOOTS . . STAINED HANDS . . CLASSIC WINES in International Class 033 for "Wine," U.S. Reg. No. 4,646,507, as listed in Schedule A attached hereto and made a part hereof and for which it has a U.S. federal registration and/or accrued certain rights through usage, as well as the Brand and associated Intellectual Property set forth in the Purchase Agreement (collectively, the "Trademark"), and is the sole and exclusive owner of the business goodwill related to the Trademark and symbolized thereby; and

WHEREAS, pursuant to the Purchase Agreement, 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, 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 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:

DAVID BECKER, an individual

By: 

Name: David Becker

ASSIGNEE:

OLD LODGE, LLC

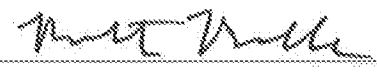
By: _____

Name: _____

Its: _____

ASSIGNOR:

ROBERT BABBE, an individual

By: 

Name: Robert Babbe

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

ASSIGNOR:

DAVID BECKER, an individual

By: _____

Name: David Becker

ASSIGNEE:

OLD LODGE, LLC

By: [Signature]

Name: M. L. Henry

Its: Manager

ASSIGNOR:

ROBERT BABBE, an individual

By: _____

Name: Robert Babbe

SCHEDULE A

U.S. Registration Number	Mark	International Class; Description of Goods
4,646,507	DUSTY BOOTS... STAINED HANDS... CLASSIC WINES	<u>International Class 33</u> Wine