TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM547999

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
Tina Becker		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: 2

Property Type	Number	Word Mark
Registration Number:	3786104	ACRE
Registration Number:	4699518	

CORRESPONDENCE DATA

Fax Number: 4159544480

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.

Phone: 4159544400

Email: trademarks@fbm.com

Correspondent Name: David E. Stoll, Farella Braun + Martel Address Line 1: 235 Montgomery Street, 17th Floor San Francisco, CALIFORNIA 94104 Address Line 4:

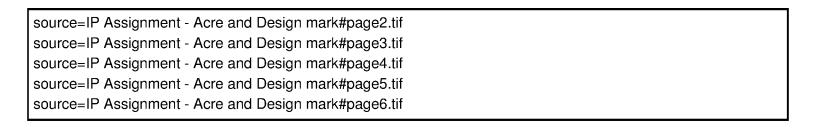
ATTORNEY DOCKET NUMBER: 34749 acre and branch dsn	
NAME OF SUBMITTER:	David E. Stoll, Attorney of Record
SIGNATURE:	/david e. stoll/
DATE SIGNED:	11/04/2019

Total Attachments: 6

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TRADEMARK REEL: 006787 FRAME: 0250

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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 Tina Becker, 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 trademarks ACRE in

International Class 033 for "Wines," U.S. Reg. No. 3,786,104, and the Design Mark in International Class 033 for "Wine," U.S. Reg. No. 4,699,518, as listed in Schedule A attached hereto and made a part hereof and for which it has U.S. federal registrations and/or accrued certain rights through usage, the domain name and website associated therewith, as well as the Brand and associated Intellectual Property set forth in the Purchase Agreement (collectively, the "Trademarks"), and is the sole and exclusive owner of the business goodwill related to the Trademarks 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 Trademarks 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 Trademarks, together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks, the registrations and all registration rights with respect to the Trademarks, all rights of any kind whatsoever accruing under or relating to the Trademarks 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 Trademarks 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:	ASSIGNEE:
DAVID BECKER, an individual	OLD LODGE, LLC
X Free	Ву:
By: Clauses	Name:
Name: <u>David Becker</u>	Its:
ASSIGNOR:	
TINA RECKER, an individual	

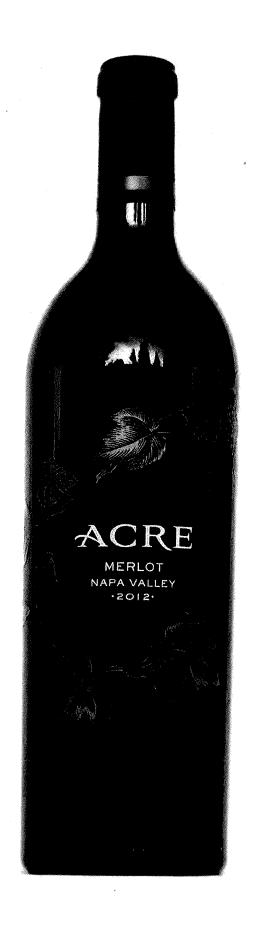
Name: Tina Becker

IN WITNESS WHEREOF, Assignor executed as of the date first written above.	and Assignee have caused this Assignment to be
ASSIGNOR:	ASSIGNEE:
DAVID BECKER, an individual By:	OLD LODGE, LLC By:
Name: David Becker	Name: M. Kx Henry Its: Munager
ASSIGNOR:	

TINA BECKER, an individual

SCHEDULE A

U.S. Registration Number	Mark	International Class; Description of Goods
3,786,104	ACRE	International Class 33
		Wines
4,699,518		International Class 33
		Wine
	6	





RECORDED: 11/04/2019