

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560688

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
RESUBMIT DOCUMENT ID:	900527861		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champagne Campaign, Inc.		12/10/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Champagne Campaign, Inc.		
Street Address:	108 West 13th Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88321138	CHAMPAGNE SUPERNOVA	
Serial Number:	88321130	SUPER FEMME	
Serial Number:	88321122	CHAMPAGNE CAMPAIGN	
Serial Number:	87782215	THE JOAN	
Serial Number:	87871599	UNE FEMME	
CORRESPONDENCE DATA			
Fax Number:	4159864001		
<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:	4159864000		
Email:	alex@gelawgroup.com		
Correspondent Name:	Alexander Volchegursky		
Address Line 1:	235 Montgomery Street		
Address Line 2:	Suite 600		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Alexander Volchegursky		
SIGNATURE:	/A Volchegursky/		
DATE SIGNED:	02/05/2020		

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Assignment**”) is made effective as of December 10, 2019 (the “**Effective Date**”) between **CHAMPAGNE CAMPAIGN, INC.**, f/k/a **UNE FEMME, INC.**, a California corporation, (“**Assignor**”), and **CHAMPAGNE CAMPAIGN, INC.**, a Delaware corporation (“**Assignee**”).

WHEREAS, the Assignee operates, and intends to operate, several champagne and wine bars, under the name “**The Riddler**,” in San Francisco, California and New York, New York;

WHEREAS, the Assignee is prevented from engaging in any production of beer, wine and/or distilled spirits by the provisions of federal and state statutes, regulating production and sale of alcohol; and

WHEREAS, the Assignor’s business is the production of alcohol, including, without limitation, sparkling wine and champagne;

WHEREAS, in connection with divesting itself from any all business, producing beer, wine and/or distilled spirits, the Assignor hereby transfers, assigns and delivers to the Assignee, and the Assignee hereby accepts, assumes and receives from the Assignor, as a contribution to the Assignee’s capital, all of the intellectual property of the Assignor, associated with the production of beer, wine and/or distilled spirits, as is set forth on Schedule 1, and all of the goodwill associated therewith (“**Intellectual Property**”),

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor, on behalf of itself and its affiliates, hereby irrevocably sells, assigns, transfers, and conveys to the Assignee all right, title, and interest in and to the Intellectual Property, and all rights to assert and otherwise enforce in any manner its rights in such Intellectual Property including the right to recover past, present and future damages for infringement or misappropriation of such Intellectual Property.

2. For the avoidance of doubt, the foregoing assignment in Section 1 shall expressly include without limitation:

(a) the trademark applications for registration identified in the attached Schedule 1 hereto, together with any trademark registration issuing on any such application for registration, including any rights of priority in or to any of the foregoing trademark registrations or applications for registration;

(b) all foreign counterparts to, and rights to apply in any and all jurisdictions anywhere in the world for trademark registration, including the right to apply for trademark registration pursuant to any convention, treaty, agreement or understanding;

(c) all common law rights to the Intellectual Property in any jurisdiction in which the Intellectual Property has been used by the Assignee in commerce;

(d) any and all causes of action (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Intellectual Property, and items in any of the foregoing clauses of this Section 2, including all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind (in each of the cases in clauses “(i)”, “(ii)”, and “(iii)” of this clause “(f)” for past, current, and future infringement), and (iv) all rights to collect license fees and other payments under or on account of the Intellectual Property, and items in any of the foregoing clauses of this Section 2.

3. The Assignor represents, warrants and covenants that:

(a) The Assignor has the full power and authority to make the assignments to Assignee of the Intellectual Property, as set forth in this Assignment; and

(b) The Assignor exclusively owns all right, title, and interest to the Intellectual Property and has not assigned, granted or otherwise transferred any right, title, or interest in or to any of the Intellectual Property to any other person or entity.

4. From and after the Effective Date, the Assignor shall cooperate with the Assignee and the Assignee’s representatives, and shall execute and deliver such documents and take such other actions as the Assignee may reasonably request, to cause to be conveyed to the Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to the Assignee under this Assignment. The Assignor hereby irrevocably nominates, constitutes and appoints the Assignee as the true and lawful attorney-in-fact of the Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes the Assignee, in the name of and on behalf of the Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that the Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Intellectual Property, or Inventions or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive any dissolution or insolvency of the Assignor.


5. The terms and conditions of this Assignment will inure to the benefit of the Assignee and the Assignee’s successors and assigns of the Intellectual Property and other rights set forth above.

6. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

CHAMPAGNE CAMPAIGN, INC.


By: 

Name: Jennifer Pelka

Title: Chief Executive Officer

Date: _____

CHAMPAGNE CAMPAIGN, INC.

By: 

Name: Zach Pelka

Title: Chief Executive Officer

Date: 12/9/19

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 006851 FRAME: 0835

Schedule 1

Trademark Applications for Registration

1. United States Patent and Trademark Office (“USPTO”) application for the trademark CHAMPAGNE SUPERNOVA, U.S. Application No. 8/8,321,138 for red wine, sparkling wine, wine, rose wine, and white wine, in International Class 033;
2. USPTO application for the trademark SUPER FEMME, U.S. Application No. 8/8,321,130 for red wine, sparkling wine, wine, rose wine, and white wine, in International Class 033;
3. USPTO application for the trademark CHAMPAGNE CAMPAIGN, U.S. Application No. 8/8,321,122 for red wine, sparkling wine, wine, rose wine, and white wine, in International Class 033; and
4. USPTO application for the trademark THE JOAN, U.S. Application No. 8/7,782,215 for wine, red wine, and white wine, in International Class 033.
5. USPTO application for the trademark UNE FEMME, U.S. Application No. \ for wine, in International Class 033.