

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560933

<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>
A W Direct, LLC		01/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wine Hooligans, LLC		
<b>Street Address:</b>	980 Airway Court, Suite A		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78504460	MAD HOUSEWIFE	
<b>Serial Number:</b>	85207605	BESITOS	
<b>Serial Number:</b>	85391977	DIVERSION	
<b>Serial Number:</b>	86836799	BIG DEVINE	
<b>Serial Number:</b>	86082550	THE GRIFTER	
<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>	707-526-7200		
<b>Email:</b>	jdawson@cmprlaw.com		
<b>Correspondent Name:</b>	John B. Dawson		
<b>Address Line 1:</b>	100 B Street, Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401		
<b>NAME OF SUBMITTER:</b>	John B. Dawson		
<b>SIGNATURE:</b>	/John B. Dawson/		
<b>DATE SIGNED:</b>	02/06/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and effective as of January 1, 2019, by A W Direct, LLC, a Delaware limited liability company ("Assignor"), and Wine Hooligans LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of April 26, 2019 (the "Contribution Agreement"), pursuant to which Assignor agreed to transfer to Assignee all right, title, and interest in and to the trademarks identified on the attached Exhibit A (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks, including the applications and registrations identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

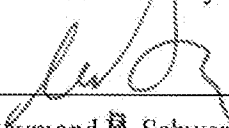
2. Counterparts. This Trademark Assignment may be signed in counterparts, which together shall constitute one agreement. If this Trademark Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Trademark Assignment.

*[Remainder of this page intentionally left blank]*

IT WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

**ASSIGNOR:**

A W DIRECT, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Raymond H. Schwartz

Title: Vice President

**ASSIGNEE:**

WINE HOOLIGANS LLC,  
a California limited liability company

By: \_\_\_\_\_

Name: Dennis Carroll

Title: Manager

IT WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

**ASSIGNOR:**

A W DIRECT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Raymond D. Schwartz

Title: Vice President

**ASSIGNEE:**

WINE HOOLIGANS LLC,  
a California limited liability company

By:  \_\_\_\_\_

Name: Dennis Carroll

Title: Manager

Trademark Assignment  
Exhibit A

<u>REG./SER. NO.</u>	<u>MARK</u>
Ser. 78-504,460	MAD HOUSEWIFE
Ser. 85-207,605	BESITOS
Ser. 85-391,977	DIVERSION
Ser. 86-836,799	BIG DEVINE
Ser. 86-082,550	THE GRIFTER