

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignor is assigning a 50% interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Bridge Cellars		04/15/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spoetzl Brewery, Inc.		
Street Address:	14800 San Pedro Avenue, 3rd Floor		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78232		
Entity Type:	Corporation: TEXAS		
Name:	Old Bridge Cellars		
Street Address:	703 Jefferson Street		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94559		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5633497	MAISON L'ENVOYÉ STRAIGHT SHOOTER	
CORRESPONDENCE DATA			
Fax Number:	7072556876		
<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:	707-252-7122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1455 First Street, Suite 301		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	GAMB02-31		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		

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DATE SIGNED:	04/20/2020
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Total Attachments: 5

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ASSIGNMENT AND LICENSE

WHEREAS, Old Bridge Cellars, a California corporation, with its principal place of business located at 703 Jefferson Street, Napa, California 94559 (“Assignor”) has adopted, used and claims to be the owner of the trademark STRAIGHT SHOOTER for wine (the "STRAIGHT SHOOTER Wine Mark");

WHEREAS, Assignor also has adopted, used and claims to be the owner of the trademark MAISON L’ENVOYÉ for wine (the “MAISON L’ENVOYÉ Wine Mark”) and owns a U.S. Trademark Registration for the MAISON L’ENVOYÉ Wine Mark;

WHEREAS, Assignor also has adopted, used and claims to be the owner of the composite trademark MAISON L’ENVOYÉ STRAIGHT SHOOTER for wine and owns U.S. Registration No. 5633497 for MAISON L’ENVOYÉ STRAIGHT SHOOTER for wine (“Reg. No. 5633497”);

WHEREAS, Spoetzl Brewery, Inc., a Texas corporation, with a principal place of business at 14800 San Pedro Avenue, 3rd Floor, San Antonio, Texas 78232, (“Assignee”), is desirous of acquiring the STRAIGHT SHOOTER Wine Mark and a joint interest in Reg. No. 5633497; and

WHEREAS, following this Assignment, Assignor and Assignee will continue as joint owners of Reg. No. 5633497, with Assignor producing wine under the mark MAISON L’ENVOYÉ STRAIGHT SHOOTER pursuant to a license from Assignee for use of the STRAIGHT SHOOTER Wine Mark, such license reflected in Exhibit A attached hereto;

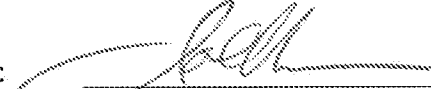
WHEREAS, following this Assignment, Assignor shall not take any interest in or use the STRAIGHT SHOOTER Wine Mark individually and Assignee shall not take any interest in or use the MAISON L’ENVOYÉ Wine Mark individually, with the interests of both Assignee and Assignor in the composite mark MAISON L’ENVOYÉ STRAIGHT SHOOTER being limited to the use provided pursuant to the attached license, and at the cessation of such license neither party shall use nor obtain exclusive rights in the MAISON L’ENVOYÉ STRAIGHT SHOOTER composite mark and Reg. No. 5633497 absent some further assignment of right or agreement as between the parties;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto said Assignee, all right, title and

interest in and to the STRAIGHT SHOOTER Wine Mark which Assignor possesses, together with the goodwill of the business symbolized by the STRAIGHT SHOOTER Wine Mark, and Assignor does hereby assign unto said Assignee a fifty-percent interest in Reg. No. 5633497 for MAISON L'ENVOYÉ STRAIGHT SHOOTER reflecting Assignee's assigned ownership interest in the STRAIGHT SHOOTER Wine Mark.

OLD BRIDGE CELLARS

Dated: April 16, 2020

By: 

Name: John Horan

Title: Secretary

EXHIBIT A

LICENSE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is entered into by and between Spoetzl Brewery, Inc., a Texas corporation, with a principal place of business at 14800 San Pedro Avenue, 3rd Floor, San Antonio, Texas 78232 ("Licensor"), and Old Bridge Cellars, a California corporation, with its principal place of business located at 703 Jefferson Street, Napa, California 94559 ("Licensee"). This Agreement is effective as of the last date of signature below (the "Effective Date").

WHEREAS, Licensor owns the mark "STRAIGHT SHOOTER" for wine (the "SS Mark") by virtue of assignment of such mark to Licensor from Licensee;

WHEREAS, Licensee has used the SS Mark in association with Licensee's mark MAISON L'ENVOYÉ for wine, so as to create the composite mark MAISON L'ENVOYÉ STRAIGHT SHOOTER;

WHEREAS, Licensee desires to continue to use the composite mark MAISON L'ENVOYÉ STRAIGHT SHOOTER for wine and obtain the right from Licensee to use the SS Mark for such purpose;

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

1. Grant. Licensor hereby grants to Licensee a royalty-free license to use the SS Mark, in conjunction with Licensee's MAISON L'ENVOYÉ mark, so as to create the composite mark MAISON L'ENVOYÉ STRAIGHT SHOOTER (the "Composite Mark") for exclusive use in connection with the making, bottling, and selling of wine (the "Licensed Product") and Licensee accepts the License subject to the following terms and conditions.

2. Licensed Product. Licensor is familiar with the MAISON L'ENVOYÉ STRAIGHT SHOOTER wine which Licensee has produced under the Composite Mark prior to the Effective Date of this License (the "Prior MLESS Wine"). The quality of the Licensed Product shall be equal to or better than the quality of the Prior MLESS Wine. Licensee shall provide to Licensor a sample of the Licensed Product for each vintage of wine produced, and shall provide such sample to Licensor prior to release of the Licensed Product. Unless Licensor rejects the sample provided by Licensee within seven days of receipt of such sample by Licensor, the quality of the Licensed Product shall be deemed approved.

3. Trademark Registration. The parties are the joint owners of U.S. Registration No. 5633497 for MAISON L'ENVOYÉ STRAIGHT SHOOTER for wine (the "Registration"). For so long as the License is valid and in effect, the Parties shall take all necessary actions to maintain and defend the Registration and share all costs related to such maintenance and defense of the Registration. Upon termination of the License neither party shall use nor obtain exclusive rights in the Composite Mark and the Registration absent some further assignment of right or agreement as between the parties

4. Exclusivity of Rights. The Composite Mark may only be used pursuant to the provisions of this License. Licensee shall have no right to use the SS Mark other than as set forth in this License and all use of the SS Mark pursuant to this License shall inure to the benefit of Licensor. Licensor shall have no right to use the MAISON L'ENVOYÉ mark and all use of the MAISON L'ENVOYÉ mark in association with the SS Mark pursuant to this License shall inure to the benefit of Licensee. Other than as reflected in the Registration, Licensee shall have no

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ownership interest in the SS Mark by itself and Licensor shall have no ownership interest in the MAISON L'ENVOYÉ mark by itself. Nothing in this License shall limit Licensee's ability to use the MAISON L'ENVOYÉ mark apart from the SS Mark, and nothing in this License shall limit Licensor's ability to use the SS Mark apart from the MAISON L'ENVOYÉ mark.

5. Infringement. If either party becomes aware of any infringement by third persons of the Composite Mark, such party shall notify the other and the parties agree to work together in the abatement of such infringement and neither party shall initiate any infringement action related to the Composite Mark without the express written consent of the other party.

6. Term and Termination. This Agreement shall be for a ten year period and shall automatically renew unless either party terminates the License. Either party may terminate the License at any time. Upon termination of the License, the parties shall work together to ensure that any Licensed Product already labeled with the Licensed Mark may be sold through pursuant to the provisions of the License.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this License.

Licensor:

Licensee:

SPOETZL BREWERY, INC.

OLD BRIDGE CELLARS

By: 

By: 

Name: James T. Balz

Name: John Horan

Title: Treasurer

Title: Secretary

Date: 4/15/2020

Date: 4/15/2020