

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589270

<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>
POPSHOTS LLC		07/24/2020	Limited Liability Company:
HARLEY BAUER		07/24/2020	INDIVIDUAL:
MICHAEL GLICKMAN		07/24/2020	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E. & J. Gallo Winery		
<b>Street Address:</b>	600 Yosemite Boulevard		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95354		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4540186	LIQS	
<b>Registration Number:</b>	3702944	LIQS	
<b>Serial Number:</b>	88454564	FLOWR SHOT	
<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>Email:</b>	tm.group@ejgallo.com		
<b>Correspondent Name:</b>	Kristi W. Whalen		
<b>Address Line 1:</b>	600 Yosemite Boulevard		
<b>Address Line 4:</b>	Modesto, CALIFORNIA 95354		
<b>NAME OF SUBMITTER:</b>	Kristi W. Whalen		
<b>SIGNATURE:</b>	/kww/		
<b>DATE SIGNED:</b>	07/29/2020		
<b>Total Attachments: 7</b>			
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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of July 24, 2020, by and among POPSHOTS LLC, a Delaware limited liability company (“**PopShots**”), HARLEY BAUER, an individual (“**Bauer**”), and MICHAEL GLICKMAN, an individual (“**Glickman**”) (each an “**Assignor**” and collectively, “**Assignors**”), and E. & J. Gallo Winery, a California corporation (“**Assignee**”).

**RECITALS**

**WHEREAS**, Assignors are the current owners of all right, title and interest in and to the trademarks listed in Schedule A hereto and the trade name listed on Schedule B hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”); and

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignors desire to assign all right, title and interest in and to each of their respective Trademarks, and the goodwill associated therewith, to Assignee; and

**WHEREAS**, the parties are concurrently entering into an Asset Purchase Agreement dated July 22, 2020 (the “**Agreement**”), pursuant to which the Assignee is purchasing the Brand Portfolio, the Business and certain assets associated with the Business and/or the Brand Portfolio (both as defined in the Agreement) from Assignors, and this Assignment is subject to and in furtherance of the terms of that Agreement.

**NOW THEREFORE**, pursuant to the Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors agree as follows:

1. Assignment. Assignors hereby irrevocably sell, transfer, assign and set over unto Assignee, its successors and assigns, all right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

a. The Trademarks and all issuances, pending applications, extensions, and renewals thereof and all goodwill associated therewith;

b. All rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and

c. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks, and the right to recover for damages and profits for past infringements thereof.


2. Recordation. Assignors agree to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor, and to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first written above.

**ASSIGNORS:**

POPSHOTS LLC

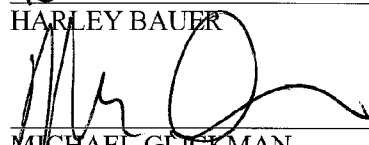
By:  \_\_\_\_\_

Name: Harley Bauer

Title: Founder

 \_\_\_\_\_

HARLEY BAUER

 \_\_\_\_\_

MICHAEL GLICKMAN

**ASSIGNEE:**

E. & J. GALLO WINERY

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

Name: Britt West

Title: VP GM-Spirits

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first written above.

**ASSIGNORS:**

POPSHOTS LLC

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

Name: Harley Bauer

Title: Founder

\_\_\_\_\_  
HARLEY BAUER

\_\_\_\_\_  
MICHAEL GLICKMAN

**ASSIGNEE:**

E. & J. GALLO WINERY

By: 

Name: Britt West

Title: VP GM-Spirits

Schedule A

To the Assignment of Trademarks

**TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>App/Reg. No/Status</b>	<b>Goods/Services</b>
US	LIQS	Reg. No 4540186 Registered	Class 33: Liquor and liqueur beverages, namely, pre-mixed alcoholic cocktails containing liquor and flavors, including shots
US	LIQS	Reg. No. 3702944 Registered	Class 25: Shirts, blouses, T-shirts, tank tops, sweatshirt, jackets, coats, [ headbands, ] hats, [ visors, ] swimwear [ , wristbands ]
US	FLOWR SHOT	App. No. 88454564 Allowed	Class 30: Non-alcoholic tea-based beverages Class 32: Non-alcoholic beverages, namely, energy drinks; Non-alcoholic tea-flavored beverages; tea-flavored energy drinks; health and wellness drinks not for medical purposes, namely, fruit drinks, fruit juices, and tea-flavored beverages; energy drinks; fruit drinks and fruit juices
Japan	LIQS	Reg. No. 6192804 Registered	Class 33: Japanese sake; western liquors; alcoholic fruit beverages; Japanese Shochu-based beverages; Chinese liquors; Flavored liquors
Canada	LIQS	Common Law	
US	Vodka Lemon Drop	Common Law	
US	Vodka Kamikaze	Common Law	
US	Vodka Lychee Grapefruit	Common Law	
US	Tequila Cinnamon Orange	Common Law	
US	Whiskey Fireshot	Common Law	
US	Wine Kamikaze	Common Law	
US	Wine Margarita	Common Law	
US	Wine Lemon Drop	Common Law	
US	Vodka Cucumber Lime Shot	Common Law	

Assignment of Trademarks

**TRADEMARK**  
**REEL: 007011 FRAME: 0280**

<b>Country</b>	<b>Mark</b>	<b>App/Reg. No/Status</b>	<b>Goods/Services</b>
Canada	Vodka Lemon Drop	Common Law	
Canada	Vodka Kamikaze	Common Law	
Canada	Vodka Lychee Grapefruit	Common Law	
Canada	Tequila Cinnamon Orange	Common Law	

Assignment of Trademarks

**TRADEMARK**  
**REEL: 007011 FRAME: 0281**



Schedule B

To the Assignment of Trademarks

**TRADE NAMES**

LIQS

Assignment of Trademarks