

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roth Wines, LLC		08/10/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lancaster Estate Vineyard & Winery, LLC		
Street Address:	200 Concourse Blvd.		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5073646	ROCKY ROOTS	
Registration Number:	5329662	R E	
Registration Number:	5516696	ROTH	
CORRESPONDENCE DATA			
Fax Number:	3146127682		
<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:	(314) 444-7600		
Email:	jgreenberg@lewisrice.com		
Correspondent Name:	John B. Greenberg		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	Saint Louis, MISSOURI 63101		
NAME OF SUBMITTER:	John B. Greenberg		
SIGNATURE:	/John B Greenberg/		
DATE SIGNED:	08/11/2020		
Total Attachments: 6			
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page1.tif			
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page2.tif			
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page3.tif			

OP \$90.00 5073646

source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page4.tif
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page5.tif
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page6.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of January 1, 2017 (“**Effective Date**”), is made by **Roth Wines, LLC**, a California limited liability company (“**Seller**”), in favor of **Lancaster Estate Vineyard & Winery, LLC**, a California limited liability company (“**Purchaser**”).

Recitals

A. Seller is the owner of certain intellectual property and related assets described on Exhibit A to this IP Assignment (as defined in Exhibit A, the “**IP**”).

B. Seller wishes to assign to Purchaser, and Purchaser wishes to purchase from Seller, all of Seller’s right, title and interest in and to the IP.

C. Seller and Purchaser entered into that certain prior Assignment Agreement dated as of January 1, 2017 transferring certain IP.

D. Seller and Purchaser desire to terminate the prior Assignment Agreement (“**Prior Assignment**”), and to enter into this IP Assignment, as of the Effective Date.

ARTICLE I

NOW THEREFORE, in consideration of Purchaser’s payment to Seller of \$1.00 and other good and valuable consideration, Seller and Purchaser agree as follows:

1. Assignment. Effective as of the Effective Date, Seller hereby conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the IP, together with the following: (1) all income, royalties, and damages hereafter due or payable to Seller with respect to the IP, including without limitation, damages, and payments for past or future infringements and misappropriations of the IP; and (2) all rights to sue for past, present and future infringement or misappropriation of the IP.

2. Indemnification. Seller agrees to indemnify, protect and defend Purchaser against and hold Purchaser harmless from any and all liabilities, claims, suits, losses, damages and expenses, including, without limitation, reasonable attorneys’ fees and defense costs, relating to, arising from or in connection with the IP based on actions, facts, or circumstances occurring or existing prior to the Effective Date. Purchaser agrees to indemnify, protect and defend Seller against and hold Seller harmless from any and all liabilities, claims, suits, losses, damages and expenses, including, without limitation, reasonable attorneys’ fees and defense costs, relating to, arising from or in connection with the IP based on actions, facts or circumstances occurring from and after the Effective Date.

3. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable country and/or jurisdictions to record and register this IP Assignment upon request by Purchaser. Upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including but not limited to the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the IP to Purchaser, or any assignee or successor thereto.

4. Prior Assignment. The Prior Assignment is hereby amended and restated in its entirety by this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.

6. Governing Law. This IP Assignment shall be governed by, construed in accordance with, and interpreted under the laws of the State of California.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment effective as of the Effective Date.

SELLER:

Roth Wines, LLC,
a California limited liability company

By: 

Name: William P. Foley II

Title: Chairman, Chief Executive Officer & President

PURCHASER:

Lancaster Estate Vineyard & Winery, LLC,
a California limited liability company

By: 

Name: William P. Foley II

Title: Chairman, Chief Executive Officer & President

EXHIBIT A

Seller conveys, transfers and assigns to Purchaser any and all of Seller's right, title and interest in and to the following intellectual property owned, held, used, leased or licensed by Seller ("IP"):

1. Any and all issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental-issued indicia of invention ownership;
2. All trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, the foregoing, including, but not limited to:

Registered Marks:

Mark: ROCKY ROOTS
Registration Number: 5073646
Registration Date: November 1, 2016

Mark: R E & Design
Registration Number: 5329662
Registration Date: November 7, 2017

Mark: ROTH
Registration Number: 5516696
Registration Date: July 17, 2018

Mark: ROTH R V & Design
Registration Number: 3219271
Registration Date: March 20, 2007 (canceled)

Mark: ROTH CALIFORNIA R E & Design
Registration Number: 3219269
Registration Date: March 20, 2007 (canceled)

Mark: ROTH CALIFORNIA VODKA R V & Design
Registration Number: 3218484
Registration Date: March 13, 2007 (canceled)

Mark: THE SPIRIT OF CALIFORNIA
Registration Number: 3216187
Registration Date: March 6,2007 (canceled)

Unregistered Marks:

Roth Estate
Roth Estates
Roth Heritage

Symbols:

ROTH RE - The word “**ROTH**” in stylized font, with a shield with the design of a standing lion below the wording. The letters R E appear on the shield.

ROTH R V - The word “**ROTH**” in stylized font, with a shield with the design of a standing lion below the wording. The letters R V appear on the shield.

ROTH CALIFORNIA VODKA R V - The word “**ROTH California VODKA**” in stylized font, with a horizontal line and a shield with the design of a standing lion below the wording. The letters R V appear on the shield.

Authorized Trade Names:

Roth
Roth Cellars Roth Co.
Roth Company
Roth Estate
Roth Estates
Roth Vineyard
Roth Vineyards
Roth Vineyards & Winery’
Roth Wine
Roth Wine Cellars
Roth Wine Co.
Roth Wine Company Roth Winery
Roth Winery & Vineyards
Roth Wines

3. All copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing including, but not limited to:

All material on wine labels whether presently used or retired labels including the

text, graphics, font, logos, and photographs, as well as the layout and arrangement thereof.

All advertisements and promotional materials, newsletters, and publications including the text, font, graphics, logos, photographs, audio/visual clips, and the layout and arrangement thereof.

All material on the lancaster-estate.com website including the text, font, graphics, logos, photographs, links, layout and arrangement thereof, and underlying software including the source code and object code.

All bottle designs and other designs.

All signage.

All computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof, including, without limitation, programs prepared for the exclusive use of Seller.

Works created for Seller by Lester Ng Design, Lisa Hobro Design, Rick Roese Design, and Ellen Riendeau Design, including label designs and designs for packaging, advertising, newsletters and point of sale materials.

4. All internet domain names and social media account or user names (including “handles”), all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, including, without limitation, the domain name “rothwinery.com”.

5. All trade secrets, know-how, inventions (whether or not patentable), ideas, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, specifications, formulas, work product, work-in-process, government approvals, permits and authorizations (and applications for any of the foregoing), and other confidential and proprietary information and all rights therein, including, but not limited to, direct sales programs, wine club lists and data base and any and all other customer, membership and mailing lists.

6. Any and all other intellectual property, licenses and proprietary rights.