

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ferrari-Carano Vineyards and Winery, LLC		08/25/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Foley Family Farms, LP
Street Address:	200 Concourse Blvd.
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95403
Entity Type:	Limited Partnership: NEVADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3199665	BACK FORTY
Registration Number:	4111107	FC FERRARI-CARANO BELLA LUCE
Registration Number:	1634300	FERRARI-CARANO
Registration Number:	2913479	FERRARI-CARANO SIENNA
Registration Number:	3500733	LAZY CREEK VINEYARDS
Serial Number:	88836156	LOOKOUT TREE
Serial Number:	88297889	MAACAMA CREEK RANCH
Registration Number:	3197498	PREVAIL
Serial Number:	88747965	ROCKRISE
Serial Number:	88496168	SKY HIGH RANCH
Registration Number:	1947162	TRE TERRE
Registration Number:	3184964	WEST FACE
Registration Number:	3327619	WINES THAT PREVAIL

CORRESPONDENCE DATA

Fax Number: 3146127682

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.

OP \$340.00 3199665

Phone: 3144447600
Email: jgreenberg@lewisrice.com
Correspondent Name: John B. Greenberg
Address Line 1: 600 Washington Avenue
Address Line 4: Saint Louis, MISSOURI 63101

NAME OF SUBMITTER: John B. Greenberg, Attorney

SIGNATURE: /John B. Greenberg/

DATE SIGNED: 08/27/2020

Total Attachments: 16

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of _____, 2020, by and between Ferrari-Carano Vineyards and Winery, LLC, a California limited liability company (“**Assignor**”), and Foley Family Farms, LP, a Nevada limited partnership or its assignee (“**Assignee**”).

RECITALS

WHEREAS, Assignor and, Assignee are parties to that certain Asset Purchase Agreement dated as of June 8, 2020 (the “**Asset Purchase Agreement**”), pursuant to which the Assignee is purchasing substantially all the assets associated with the Business (as defined in the Asset Purchase Agreement) from Assignor;

WHEREAS, Assignor is the current owner of all right, title and interest in and to the trademarks listed in Schedule 1 hereto, the trade names listed on Schedule 2 hereto and all other trademarks, service marks, trade names, corporate names, business names, trade styles, logos and other source and business identifiers associated with the Business (excluding the mark “Seasons of the Vineyard,” which is being licensed pursuant to a separate contemporaneous transaction), including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”) associated with the Business; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of its respective Trademarks, and the goodwill associated therewith, to Assignee

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets 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, including all registrations, pending applications, extensions, and renewals thereof, throughout the world;

(b) All rights of any other kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights, throughout the world; 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, present, and future infringements thereof.

2. Assumption. Effective as of the date of this Assignment, Assignee hereby accepts the foregoing sale, transfer, assignment, conveyance and delivery of all of Assignor's right, title and interest in and to the Trademarks and hereby assumes any executory obligations of Assignor in connection therewith first arising from and after the date of this Assignment.

3. Assignment Pursuant to Acquisition of Assignor's Business. To the extent any of the Trademarks is not currently in use in commerce prior to the date of this Assignment, Assignor and Assignee acknowledge and agree that the assignment of such Trademark pursuant hereto is part of a transaction pursuant to which Assignee will acquire the ongoing and existing portion of Assignor's Business to which such Trademark pertains, as required by Section 10 of the Trademark Act (15 USC § 1060).

4. Third Parties. The assumption by Assignee of certain obligations of Assignor as provided in Section 2 of this Assignment is not intended by the parties to expand the rights or remedies of any third party against Assignee or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignee not consummated the transactions contemplated by the Asset Purchase Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignee or Assignor, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder, and Assignee or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand.

5. Further Assurances. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be requested in good faith by Assignee to effect the assignment of the Trademarks to Assignee.

6. Counterparts. This Assignment may be executed in counterparts, including counterparts delivered electronically (including by facsimile or electronic mail attachment), and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7. Severability. In the event that any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, each of which shall remain in full force and effect.

8. Governing Law. Except as to matters controlled or pre-empted by federal law, this Assignment and any and all claims or controversies arising out of or relating to the parties' rights and responsibilities under this Assignment or the transaction contemplated hereby shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of laws.

9. Disputes; Attorneys' Fees. Any and all disputes arising out of, or in connection with, this Assignment shall be resolved in accordance with Section 11.10 of the Asset Purchase

Assignment and subject to the agreed limitations and survival periods set forth in the Asset Purchase Agreement. The prevailing party in any arbitration, proceeding or legal action arising out of, or in connection with, this Assignment shall be entitled to recover all reasonable costs and expenses (including, without limitation, reasonable attorneys', accountants' and other professional and expert witness fees and expenses) incurred in connection with such arbitration, proceeding or legal action.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

FERRARI-CARANO VINEYARDS AND
WINERY, LLC, a California limited liability
company

By: _____
Rhonda B. Carano, Manager

ASSIGNEE:

FOLEY FAMILY FARMS, LP
a Nevada limited partnership

By: BOGNOR REGIS, INC., a Florida Corporation
its General Partner

By: _____
Name: William P. Foley, II
Title: President

SCHEDULE 1
TRADEMARKS

1. Registered Marks

US

<u>MARK</u>	<u>APP/REG. NO.</u>	<u>Owner</u>	<u>CLASS: GOODS/SERVICES</u>	<u>HISTORY/STATUS</u>	<u>NEXT ACTION DUE</u>
BACK FORTY	Reg. No. 3,199,665	Ferrari-Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 1/16/07	10-year renewal due 1/19/2027
FC FERRARI-CARANO BELLA LUCE	Reg. No. 4,111,107	Ferrari-Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 3/13/12	10-year renewal due 3/14/2022
FERRARI-CARANO	Reg. No. 1,634,300	Ferrari-Carano Vineyards and Winery Composed of Donald L. Carano, and Recreational Vineyards, Inc.	Class 33: Wines	Registration issued 2/5/91	10-year renewal due 2/5/20201
FERRARI-CARANO SIENNA	Reg. No. 2,913,479	Ferrari-Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 12/21/04	10-year renewal due 12/23/2024
LAZY CREEK VINEYARDS	Reg. No. 3,500,733	Ferrari-Carano Vineyards and Winery, LLC	Class 33: Grape wine; Aperitif wines; Red wine; Sparkling grape wine; Sparkling wine; Table wines; White wine; Wine; Wines	Registration issued 9/16/08	10-year renewal due 9/18/2028
LOOKOUT TREE	Ser. No. 88-836,156	Ferrari-Carano Vineyards and Winery, LLC	Class 33: Alcoholic beverages except beers; Wines	Application filed 3/16/20	Awaiting assignment to examining attorney
MAACAMA CREEK RANCH	Ser. No. 88-297,889	Ferrari-Carano Vineyards and Winery, LLC	Class 33: Wines	Application filed 2/12/19 Notice of Allowance issued 7/23/19	Statement of Use or Request Ext 2 due 7/23/2020

PREVAIL	Reg. No. 3,197,498	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 1/9/07	10-year renewal due 1/11/2027
ROCKRISE	Ser. No. 88-747,965	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Alcoholic beverages except beers; Wines	Application filed 1/6/20 Notice of Publication issued for 5/5/20	Awaiting Notice of Allowance on or around 6/5/20
SKY HIGH RANCH	Ser. No. 88- 496,168	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Alcoholic beverages except beers; Wines	In-use application filed 7/1/19 Final Office Action issued 4/27/20 (refusal based on SKY HIGH VINEYARDS registration)	Response to Office Action due 10/27/20
TRE TERRE	Reg. No. 1,947,162	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Still wines produces in California	Registration issued 1/9/96	10-year renewal due 1/9/2026
WEST FACE	Reg. No. 3,184,964	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 12/12/06	10-year renewal due 12/14/2026
WINES THAT PREVAIL	Reg. No. 3,327,619	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 10/30/07	10-year renewal due 11/1/2027

INTERNATIONAL

FERRARI- CARANO (China)	International Reg. No. 1,108,550	Ferrari- Carano Vineyards and Winery	Class 33: Wines	Madrid/WIPO Application filed 2/7/12 Registration date 2/7/12	International Registration renewal due 2/7/2022
FERRARI- CARANO (India)	India TM Reg. No. 2,285,455	Ferrari- Carano Vineyards and Winery, LLC	Class 33: Wines	Registration issued 2/17/2012	International Registration renewal due 2/17/2022

2. Common Law Marks

Any and all common law trademarks, , and other rights accruing by virtue of authorship, ownership, and/or use anywhere in the world, associated with the Business (excluding the mark “Seasons of the Vineyard,” which is being licensed pursuant to a separate contemporaneous transaction), together with all applications, registrations, renewals and extension rights, and right to file applications and obtain registrations, including, without limitation, such common law and other rights in and to: the above-referenced marks and design elements associated therewith; word and design marks and elements on all COLA labels; and the below-listed marks and elements:

BACI and design elements associated therewith
DOMINIQUE and design elements associated therewith
ELDORADO GOLD and design elements associated therewith
ELDORADO NOIR and design elements associated therewith
EMELIA’S CUREE and design elements associated therewith
FIORELLA and design elements associated therewith
SIENNA
TRESOR and design elements associated therewith
UNA and design elements associated therewith

SCHEDULE 2

TRADE NAMES

Ferrari-Carano
Ferrari-Carano Estate
Ferrari-Carano Mountain Winery
Ferrari-Carano Vineyards and Winery
Ferrari-Carano Winery
Prevail
Prevail Vineyards and Winery
Prevail Winery
Prevail Winery Estate
Prevail Wines
Windtree
Windtree Vineyard
Windtree Vineyards

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WHEREAS, Assignor is the current owner of all right, title and interest in and to the trademarks listed in Schedule 1 hereto, the trade names listed on Schedule 2 hereto and all other trademarks, service marks, trade names, corporate names, business names, trade styles, logos and other source and business identifiers associated with the Business (excluding the mark “Seasons of the Vineyard,” which is being licensed pursuant to a separate contemporaneous transaction), including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”) associated with the Business; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of its respective Trademarks, and the goodwill associated therewith, to Assignee

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

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(a) The Trademarks, including all registrations, pending applications, extensions, and renewals thereof, throughout the world;

(b) All rights of any other kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights, throughout the world; 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, present, and future infringements thereof.

2. Assumption. Effective as of the date of this Assignment, Assignee hereby accepts the foregoing sale, transfer, assignment, conveyance and delivery of all of Assignor's right, title and interest in and to the Trademarks and hereby assumes any executory obligations of Assignor in connection therewith first arising from and after the date of this Assignment.

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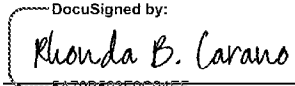
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By: 
Rhonda B. Carano, Manager

ASSIGNEE:

FOLEY FAMILY FARMS, LP
a Nevada limited partnership

By: BOGNOR REGIS, INC., a Florida Corporation
its General Partner

By: _____
Name: William P. Foley, II
Title: President

SCHEDULE 1**TRADEMARKS****1. Registered Marks**

US

<u>MARK</u>	<u>APP/REG. NO.</u>	<u>Owner</u>	<u>CLASS: GOODS/SERVICES</u>	<u>HISTORY/STATUS</u>	<u>NEXT ACTION DUE</u>
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BACI and design elements associated therewith

DOMINIQUE and design elements associated therewith

ELDORADO GOLD and design elements associated therewith

ELDORADO NOIR and design elements associated therewith

EMELIA’S CUREE and design elements associated therewith

FIORELLA and design elements associated therewith

SIENNA

TRESOR and design elements associated therewith

UNA and design elements associated therewith

SCHEDULE 2

TRADE NAMES

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Ferrari-Carano Estate
Ferrari-Carano Mountain Winery
Ferrari-Carano Vineyards and Winery
Ferrari-Carano Winery
Prevail
Prevail Vineyards and Winery
Prevail Winery
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Windtree
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