### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM598993 Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maison Ropiteau Freres		09/17/2020	Limited Liability Company: FRANCE

### **RECEIVING PARTY DATA**

Name:	Wheeler Winery, Inc.
Street Address:	849 Zinfandel Lane
City:	St. Helena
State/Country:	CALIFORNIA
Postal Code:	94574
Entity Type:	Corporation: CALIFORNIA

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1452431	ROPITEAU

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 707-526-4200

idawson@cmprlaw.com Email:

John B. Dawson **Correspondent Name:** 

Address Line 1: 100 B Street, Suite 400

Address Line 4: Santa Rosa, CALIFORNIA 95401

NAME OF SUBMITTER: John B. Dawson

**SIGNATURE:** /John B. Dawson/ **DATE SIGNED:** 09/22/2020

**Total Attachments: 2** 

source=ROPITEAU Trademark Assignment fully executed (00662017)#page1.tif source=ROPITEAU Trademark Assignment fully executed (00662017)#page2.tif

> **TRADEMARK** REEL: 007058 FRAME: 0530

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 17. 2020 (the "Effective Date"), is made by and between Maison Ropiteau Freres, a limited liability company of France, with a principal place of business located at 13 rue du 11 Novembre, Meursault, France 21190 ("Assignor"), and Wheeler Winery, Inc., a California Corporation, with a principal place of business located at 849 Zinfandel Lane, St. Helena, California 94574 ("Assignee").

Assignor is the owner of the trademarks and U.S. federal trademark registrations set forth on the attached Exhibit A, together with the goodwill of the business associated with such trademarks (collectively, the "Trademarks"). Assignor wishes to assign the Trademarks to Assignce, and Assignce wishes to acquire the Trademarks from Assignor. For good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks and the goodwill of the business intended to be associated therewith, the registrations and all registration rights with respect to the Trademarks, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable laws, international treaties, conventions and otherwise, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

Assignor represents and warrants as follows: that it has not assigned, transferred or otherwise conveyed the Trademarks to any other party; that it has not abandoned the Trademarks; and that it is not aware of any pending claim of infringement or dilution against the Trademarks.

Maison Rupiteau Freres

Name:

By;

Title:

Date:

Wheeler Winery, Inc.

Title:

# EXHIBIT A

# U.S Trademark Registrations

Trademark	Ser. No. Reg. No.		
ROPITEAU	73426834	1452431	

# Common Law Trademarks

Tradamonal	***************************************	
Irademark	Ser. No.	Reg. No.
ROPITEALLERERES		**62. 140.
KUPITEAU FRERES	N/A	NI/A
***************************************		741.42

REEL: 007058 FRAME: 0532