

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/05/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delicato Vineyards		11/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OHB, Inc.		
Street Address:	222 Union Sq NW Ste 101		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28601		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5100734	EVENT HORIZON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9193355291		
Email:	london@beerlawcenter.com		
Correspondent Name:	London Davenport		
Address Line 1:	127 W Hargett St		
Address Line 2:	Suite 100		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	London Davenport		
SIGNATURE:	/London Davenport/		
DATE SIGNED:	12/01/2020		
Total Attachments: 2			
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OP \$40.00 5100734

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This *Nunc Pro Tunc* Assignment of Trademark Rights (“Assignment”) dated November 30, 2020 (the “Effective Date”), is between Delicato Vineyards, a California corporation (“Assignor”) and OHB, Inc., a North Carolina corporation (“Assignee”). Assignor and Assignee are sometimes referred to individually as a “Party” and together as the “Parties”.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark, and all subsisting trademark registrations therefor, listed on **Schedule A** attached hereto (the “Trademark”);

WHEREAS, pursuant to the terms of a previously executed Settlement Agreement & Trademark Assignment, effective as of November 5, 2020, Assignor sold, assigned and transferred all of its right, title and interest in and to the Trademark, and all of the goodwill of the business associated with and symbolized by the Trademark, to Assignor; and

WHEREAS, the Parties are desirous of ratifying and confirming said sale, assignment and transfer of all right, title and interest in and to the Trademark and the goodwill symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignor hereby assigns to Assignee, *nunc pro tunc*, as of November 5, 2020; (a) all of Assignor’s right, title and interest in and to the Trademark, and all subsisting trademark registrations as set forth on **Schedule A**; (b) all goodwill of the business associated with and symbolized by the Trademark; and (c) all right, title and interest that Assignor may now have or ever has had in and to the Trademark and trademark registration(s), all common law rights related thereto, and the right to sue, and to recover damages and profits, for past, present and future infringements thereof. All right, title, and interest assigned hereunder are to be held and enjoyed by Assignee and Assignee’s successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. This Assignment shall be binding upon and inure to the benefit of the Parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

3. Assignor, at the reasonable request of Assignee, shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

4. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hand hereunto the day and year herein above written.

ASSIGNOR:

DELICATO VINEYARDS

Jim Ferguson
Signature 1EB8F466798C484...

Jim Ferguson

Print Name

Vice President Exclusive Brands

Title

ASSIGNEE:

OHB, Inc.

DocuSigned by:
Jason Yates
Signature C2E9DF9A6792481...

Jason Yates

Print Name

President

Title

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EVENT HORIZON	5100734	December 13, 2016