

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617589

<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>
Constellation Brands U.S. Operations, Inc.		12/29/2020	Corporation: NEW YORK
Constellation Brands, Inc.		12/29/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vie-Del Company		
<b>Street Address:</b>	11903 South Chestnut Avenue		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93725		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2244621	MEGANATURAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	94844-00001		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	12/30/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), effective as of December 29, 2020, is made by Constellation Brands U.S. Operations, Inc., a New York corporation with a business address of 235 North Bloomfield Road, Canandaigua, New York 14424 (“**CBUSO**”), and Constellation Brands, Inc., a Delaware corporation with a business address of 207 High Point Drive, Building 100, Victor, New York 14564 (“**CBI**” and together with CBUSO, the “**Assignors**”), and Vie-Del Company, a Nevada corporation with a business address of 11903 South Chestnut Avenue, Fresno, California 93725 (together with its successors and assigns, the “**Assignee**”).

**WHEREAS**, pursuant to that certain Amended and Restated Asset Purchase Agreement between Assignee and CBUSO, dated as of October 15, 2020 (the “**Purchase Agreement**”), CBUSO is concurrently herewith selling, assigning, conveying, transferring and delivering to Assignee the Purchased Assets;

**WHEREAS**, pursuant to the Purchase Agreement, CBUSO will, or will cause its Affiliates, including without limitation CBI, to, assign the Business Intellectual Property to Assignee;

**WHEREAS**, Assignors have adopted, own, and are using the trademarks included in the Purchased Assets set forth on Schedule A (attached hereto and incorporated herein by reference) for which Assignors own the trademark applications and/or registrations and all common law rights and the goodwill associated therewith (collectively, the “**Marks**”); and

**WHEREAS**, Assignors have agreed to assign to Assignee all of the rights, title, and interests of Assignors in and to the Marks, and Assignee has agreed to accept said assignment.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**1. Defined Terms.** All capitalized terms used and not otherwise defined in this Trademark Assignment (including the Schedule attached hereto) shall have the same meanings as set forth in the Purchase Agreement.

**2. Assignment.** For the good and valuable consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably sell, assign, transfer, and convey to Assignee, its successors and assigns, and Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts from Assignors, all of the rights, title, and interests of Assignors in and to the Marks, together with the goodwill of the business symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

- a. The Marks and all issuances, pending applications, extensions, and renewals thereof;

- b. All rights of any kind whatsoever accruing under or relating to the Marks 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 Marks.

**3. Further Assurances.** Assignors agree to, at Assignee's expense, perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Marks to Assignee after Assignee's request therefor and to assist Assignee in any manner reasonably necessary and requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Marks.

**4. Purchase Agreement Controls.** Assignee acknowledges that Assignors make no representations or warranties with respect to the Marks being conveyed hereby except for those representations and warranties specifically set forth in the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or inconsistency between the provisions of this Trademark Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

**5. General Provisions.**

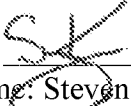
(a) This Trademark Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of California, without giving effect to conflicts of law principles.

(b) This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original. This Trademark Assignment and any counterpart so executed shall be deemed to be one and the same instrument.

[Signature Page Follows]

**ASSIGNORS:**

CONSTELLATION BRANDS U.S.  
OPERATIONS, INC.


By:  \_\_\_\_\_  
Name: Steven King  
Title: Authorized Individual

**ASSIGNEE:**

VIE-DEL COMPANY

By: \_\_\_\_\_  
Name:  
Title:

CONSTELLATION BRANDS, INC.

By:  \_\_\_\_\_  
Name: Steven King  
Title: Vice President, Corporate Development

**ASSIGNORS:**

CONSTELLATION BRANDS U.S.  
OPERATIONS, INC.

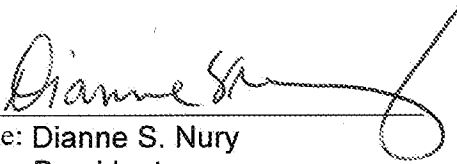
By: \_\_\_\_\_  
Name:  
Title:

CONSTELLATION BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

VIE-DEL COMPANY

By:   
Name: Dianne S. Nury  
Title: President

*[Signature page to Trademark Assignment]*

## SCHEDULE A

### Registered Trademark

Trademark	Country	Owner of Record	App. No.	App. Date.	Reg. No.	Reg. Date	Renewal Date
MEGANATURAL	United States	Constellation Brands, Inc.	75454671	3/23/1998	2244621	5/11/1999	5/11/2029

### Unregistered Trademarks

1. MEGA PURPLE
2. MEGA RED
3. CANANDAIGUA CONCENTRATE

### Logo

