

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Constellation Brands, Inc.		01/05/2021	Corporation:
RECEIVING PARTY DATA			
Name:	E. & J. Gallo Winery		
Street Address:	600 Yosemite Boulevard		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95354		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4093722	ITALIAN SWISS COLONY	
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>			
Email:	SM-TMGroup@ejgallo.com		
Correspondent Name:	Kristi W. Whalen		
Address Line 1:	600 Yosemite Boulevard		
Address Line 4:	Modesto, CALIFORNIA 95354		
NAME OF SUBMITTER:	Kristi W. Whalen		
SIGNATURE:	/kww/		
DATE SIGNED:	01/14/2021		
Total Attachments: 5			
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OP \$40.00 4093722

TRADEMARK ASSIGNMENT (ITALIAN SWISS COLONY)

This Trademark Assignment (this “**Trademark Assignment**”), effective as of January 5, 2021, is made by Constellation Brands, Inc. (“**Assignor**”), and E. & J. Gallo Winery, a California corporation (together with its successors and assigns, the “**Assignee**”).

WHEREAS, Assignor has adopted, owns, and is using the trademark set forth on Schedule A (attached hereto and incorporated herein by reference) for which Assignor owns the trademark registration and all common law rights and the goodwill associated therewith (the “**Mark**”); and

WHEREAS, pursuant to that certain Second Amended and Restated Asset Purchase Agreement between Assignee and Assignor, dated as of May 22, 2020 (as amended from time to time, the “**Purchase Agreement**”), Assignor has agreed to assign to Assignee all of the rights, title, and interests of Assignor in and to the Mark, 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, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee, as the successor to the portion of the ongoing and existing business to which the Mark pertains, hereby accepts from Assignor, all of the rights, title, and interests of Assignor in and to the Mark, together with the goodwill of the business symbolized by the Mark, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

- a. The Mark and all issuances, pending applications, extensions, and renewals thereof;
- b. All rights of any kind whatsoever accruing under or relating to the Mark 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 Mark.

3. **Further Assurances**. Assignor agrees 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 Mark 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 Mark.

4. **Disclaimer of Warranties**. Assignee hereby acknowledges and agrees that it hereby accepts the assignment of the Mark "as is, where is" with all faults and defects and that neither Assignor nor any other Seller Party makes any representations or warranties whatsoever, either express or implied, with respect to the Mark.

5. **General Provisions**. 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]

ASSIGNOR:

CONSTELLATION BRANDS, INC.

By: SK
Name: Steven King
Title: Vice President, Corporate Development

ASSIGNEE:

E. & J. GALLO WINERY

By: _____
Name:
Title:

[Signature page to Trademark Assignment (Italian Swiss Colony)]


ASSIGNOR:

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

ASSIGNEE:

E. & J. GALLO WINERY

By: 
Name: Douglas B. Vilas
Title: VP & CFO

[Signature page to Trademark Assignment (Italian Swiss Colony)]

TRADEMARK
REEL: 007162 FRAME: 0203

SCHEDULE A

Trademark	Jurisdiction	Owner of Record	Serial No. Filing Date	Registration No. Registration Date
ITALIAN SWISS COLONY	United States	Constellation Brands, Inc. FORMERLY Canandaigua Brands, Inc.	85353916 June 23, 2011	4093722 January 31, 2012