

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franciscan Vineyards, 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: 2			
Property Type	Number	Word Mark	
Serial Number:	87784694	ART OF ENTERTAINING	
Serial Number:	88024140	HISTORICAL MADRONE	
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:	01/15/2021		
Total Attachments: 14			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), effective as of January 5, 2021, is made by Constellation Brands, Inc., a Delaware corporation (“**Seller**”), each other Seller Party set forth on the signature page hereto (together with Seller, each, an “**Assignor**” and, collectively, “**Assignors**”), and E. & J. Gallo Winery, a California corporation (together with its successors and assigns, “**Assignee**”).

WHEREAS, pursuant to that certain Second Amended and Restated Asset Purchase Agreement between Assignee and Seller, dated as of May 22, 2020 (as amended from time to time, the “**Purchase Agreement**”), Assignors are concurrently herewith selling, assigning, conveying, transferring and delivering to Assignee the Purchased Assets;

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, each Assignor has agreed to assign to Assignee all of the right, title, and interest of such Assignor 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, each 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 Marks pertain, hereby accepts from each Assignor, all of the right, title, and interest of each such Assignor 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. Each 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 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 no Assignor makes any representation or warranty 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. 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:

ASSIGNEE:

CONSTELLATION BRANDS, INC.

E. & J. GALLO WINERY

By: _____
Name:
Title:

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

CONSTELLATION BRANDS SMO, LLC

By: _____
Name:
Title:

CONSTELLATION BRANDS U.S.
OPERATIONS, INC. (F/K/A CONSTELLATION
WINES U.S., INC. AND CANANDAIGUA WINE
COMPANY, INC.; SUCCESSOR-IN-INTEREST
TO BATAVIA WINE CELLARS, INC., CLOS DU
BOIS WINES, INC., AND CERTAIN ASSETS OF
TUOLOMNE RIVER VINTNERS GROUP)

By: _____
Name:
Title:

FRANCISCAN VINEYARDS, INC.
(SUCCESSOR-IN-INTEREST TO RAVENSWOOD
WINERY, INC.)

By: _____
Name:
Title:

THE HOGUE CELLARS, LTD.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

ASSIGNOR:

CONSTELLATION BRANDS, INC.

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

ASSIGNEE:

E. & J. GALLO WINERY

By: _____
Name: _____
Title: _____

CONSTELLATION BRANDS SMO, LLC

By: SK
Name: Steven King
Title: Authorized Individual

CONSTELLATION BRANDS U.S.
OPERATIONS, INC. (F/K/A CONSTELLATION
WINES U.S., INC. AND CANANDAIGUA WINE
COMPANY, INC.; SUCCESSOR-IN-INTEREST
TO BATAVIA WINE CELLARS, INC., CLOS DU
BOIS WINES, INC., AND CERTAIN ASSETS OF
TUOLOMNE RIVER VINTNERS GROUP)

By: SK
Name: Steven King
Title: Authorized Individual

FRANCISCAN VINEYARDS, INC.
(SUCCESSOR-IN-INTEREST TO RAVENSWOOD
WINERY, INC.)

By: SK
Name: Steven King
Title: Authorized Individual

THE HOGUE CELLARS, LTD.

By: SK
Name: Steven King
Title: Authorized Individual

[Signature Page to Trademark Assignment]

CONSTELLATION BRANDS NEW ZEALAND
LIMITED

By: _____
Name:
Title:

CONSTELLATION BRANDS INTERNATIONAL
IBC, INC. (F/K/A VINCOR INTERNATIONAL
IBC, INC.)

By: _____
Name:
Title:

CONSTELLATION INTERNATIONAL
HOLDINGS LIMITED

By: SK _____
Name: Steven King
Title: Authorized Individual

CONSTELLATION LEASING, LLC


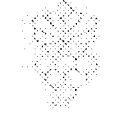





By: SK _____
Name: Steven King
Title: Authorized Individual



[Signature Page to Trademark Assignment]

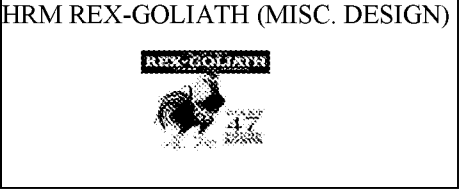
TRADEMARK
REEL: 007163 FRAME: 0725

SCHEDULE A


Trademark	Country	Owner of Record	App. No.	Reg. No.
"HRM REX-GOLIATH!"	US	Constellation Brands U.S. Operations, Inc.	76344062	2694096
47 POUND ROOSTER	US	Constellation Brands U.S. Operations, Inc.	77036090	3246048
ARBOR MIST	US	Constellation Brands, Inc.	75582656	2283408
ARBOR MIST TWIST	US	Constellation Brands, Inc.	87584215	
ARBOR MIST WAVE	US	Constellation Brands, Inc.	87584207	
ART OF ENTERTAINING	US	Franciscan Vineyards, Inc.	87784694	
BESIEGED	US	Franciscan Vineyards, Inc.	85856475	4539367
BLACK BOX	US	Constellation Brands U.S. Operations, Inc.	78162982	2791248
BLACK BOX	US	Constellation Brands U.S. Operations, Inc.	87435616	5457045
BLACK IS THE NEW NOIR	US	Constellation Brands U.S. Operations, Inc.	87747177	
BLACKSTONE	US	Constellation Brands U.S. Operations, Inc.	76288707	2651528
BLUFELD	US	Constellation Brands International IBC, Inc.	77944664	4088467
BOLD WINES. FUN TIMES	US	Constellation Brands U.S. Operations, Inc.	85919826	4589685
BRIARCREST	US	Constellation Brands U.S. Operations, Inc.	73331961	1236637
CALCAIRE	US	Constellation Brands U.S. Operations, Inc.	73331962	1236638
CDB (and Design):	US	Constellation Brands U.S. Operations, Inc.	87669531	5639356
CHEVAL SAUVAGE	US	Constellation Brands U.S. Operations, Inc.	77554915	3649988


Trademark	Country	Owner of Record	App. No.	Reg. No.
CLOS DU BOIS	US	Constellation Brands U.S. Operations, Inc.	73341211	1265231
CLOS DU BOIS FLEUR (and Design): 	US	Constellation Brands U.S. Operations, Inc.	78211119	3017199
CRIBARI	US	Constellation Brands, Inc.	72021615	658605
Design Only: 	US	Constellation Brands, Inc.	87217651	5530940
Design Only: 	US	Constellation Brands U.S. Operations, Inc.	75642819	2747532
Design Only: 	US	Constellation Brands U.S. Operations, Inc.	77435887	3516357
Design Only: 	US	Constellation Brands U.S. Operations, Inc.	87765155	5764689
Design Only: 	US	Franciscan Vineyards, Inc.	75253593	2130653
Design Only: 	US	Franciscan Vineyards, Inc.	75253705	2118153
DESIGNATIONS	US	Franciscan Vineyards, Inc.	78495085	3078807
DEVOTION TO WINES OF TRUE CHARACTER	US	Franciscan Vineyards, Inc.	87837086	

Trademark	Country	Owner of Record	App. No.	Reg. No.
DISEÑO	US	Constellation Brands U.S. Operations, Inc.	77121231	3395585
E (and Design): 	US	Franciscan Vineyards, Inc.	87402893	5476854
E (Stylized): 	US	Franciscan Vineyards, Inc.	78752532	3224433
EMBRACE THE BOLD ABHOR THE BLAND	US	Franciscan Vineyards, Inc.	87933881	
EQUILIBRIUM	US	Constellation Brands U.S. Operations, Inc.	77409969	4273741
ESTANCIA	US	Franciscan Vineyards, Inc.	73813935	1626208
FIRE UP THE GRILL. POUR THE PINOT	US	Constellation Brands U.S. Operations, Inc.	87662810	5602950
FLAVORS OF THE COAST	US	Constellation Brands U.S. Operations, Inc.	87705927	
FLINTWOOD	US	Constellation Brands U.S. Operations, Inc.	73359445	1242275
FOUNTAIN COURT	US	Constellation Brands U.S. Operations, Inc.	77113408	3547452
FRANCISCAN	US	Franciscan Vineyards, Inc.	73117068	1125844
FREE RANGE	US	Constellation Brands U.S. Operations, Inc.	77036081	3315635
GENESIS	US	The Hogue Cellars, Ltd.	74572104	2157089
GO PACK	US	Constellation Brands U.S. Operations, Inc.	86714590	5172264
GREAT TASTING WINE WITH A SPLASH OF FRUIT	US	Constellation Brands, Inc.	78785091	3186548

Trademark	Country	Owner of Record	App. No.	Reg. No.
HIDDEN CRUSH	US	Constellation Brands U.S. Operations, Inc.	85441648	4437010
HISTORICAL MADRONE	US	Franciscan Vineyards, Inc.	88024140	
HOGUE	US	The Hogue Cellars, Ltd.	75221015	2119911
HRM REX-GOLIATH (MISC. DESIGN) 	US	Constellation Brands U.S. Operations, Inc.	85291537	4056173
ICON	US	Franciscan Vineyards, Inc.	76158875	3172763
LA TERRE	US	Constellation Brands U.S. Operations, Inc.	77706612	4065061
LAKE COUNTRY	US	Constellation Brands, Inc.	73120071	1080563
LAKE COUNTRY WHITE	US	Constellation Brands, Inc.	72318242	884747
MAGNIFICAT	US	Franciscan Vineyards, Inc.	75021120	2025360
MARK WEST	US	Constellation Brands U.S. Operations, Inc.	76220614	2612108
MARLSTONE	US	Constellation Brands U.S. Operations, Inc.	73324469	1215163
MEGANATURAL	US	Constellation Brands, Inc.	85482025	4178942
MEGANATURAL GOLD	US	Constellation Brands, Inc.	87653689	5573474
MEGANATURAL-BP	US	Constellation Brands, Inc.	77398518	3501693
MILESTONE	US	Constellation Brands U.S. Operations, Inc.	78707089	3135627
MUCKRAKER	US	Constellation Brands U.S. Operations, Inc.	86511023	5064936

Trademark	Country	Owner of Record	App. No.	Reg. No.
NIGHT FLOCK	US	Franciscan Vineyards, Inc.	87860880	
NO WIMPY WINES	US	Franciscan Vineyards, Inc.	75253597	2172557
OAKVILLE ESTATE	US	Franciscan Vineyards, Inc.	74692241	2106185
PINNACLES	US	Franciscan Vineyards, Inc.	73006890	997378
PINNACLES RANCHES	US	Franciscan Vineyards, Inc.	77598674	4072330
PINOT FOR THE PEOPLE	US	Constellation Brands U.S. Operations, Inc.	78216868	2797930
PREMIUM SPIRITS ON TAP	US	Constellation Brands U.S. Operations, Inc.	87745337	
PRIMAL ROOTS	US	Constellation Brands U.S. Operations, Inc.	85108642	4064335
RAVENS	US	Franciscan Vineyards, Inc.	78225748	2888963
RAVENS	US	Franciscan Vineyards, Inc.	78209897	3134833
RAVENSWOOD	US	Franciscan Vineyards, Inc.	77356861	3457923
RAVENSWOOD	US	Franciscan Vineyards, Inc.	86854059	5012668
RAVENSWOOD	US	Franciscan Vineyards, Inc.	85123735	3954905
RAVENSWOOD	US	Franciscan Vineyards, Inc.	75253709	2132719
RAVENSWOOD	US	Franciscan Vineyards, Inc.	75253704	2118152

Trademark	Country	Owner of Record	App. No.	Reg. No.
RAVENSWOOD MOSCATO LEGGERO (and Design) 	US	Franciscan Vineyards, Inc.	87641923	5602901
REVIVE YOUR ROUTINE	US	Constellation Brands U.S. Operations, Inc.	88027811	5765551
REX-GOLIATH	US	Constellation Brands U.S. Operations, Inc.	78445468	2989679
RICHARDS	US	Constellation Brands, Inc.	85353929	4093723
RUFFLE SOME FEATHERS	US	Constellation Brands U.S. Operations, Inc.	85381477	4231020
SHADOW WING	US	Franciscan Vineyards, Inc.	87860867	
SIMPLY NAKED	US	Constellation Brands U.S. Operations, Inc.	85001216	3959479
SPIRITS ON TAP	US	Constellation Brands U.S. Operations, Inc.	87782667	
STELLAR TAN	US	Constellation Brands, Inc.	88063223	5773386
STYLUS	US	Constellation Brands U.S. Operations, Inc.	77171428	3473324
TAYLOR (Stylized):	US	Constellation Brands, Inc.	72016767	651282
TAYLOR COUNTRY CELLARS	US	Constellation Brands, Inc.	77391589	3620449
TAYLOR NEW YORK PORT	US	Constellation Brands, Inc.	76190960	2641878
THE RAVEN NEWS	US	Franciscan Vineyards, Inc.	87287554	5389585
TOASTED HEAD	US	Constellation Brands U.S. Operations, Inc.	75150540	2135050
TOASTED HEAD (and Design):	US	Constellation Brands U.S. Operations, Inc.	75592741	2285581

Trademark	Country	Owner of Record	App. No.	Reg. No.
UNBRIDLED	US	Constellation Brands U.S. Operations, Inc.	77456971	3571757
UNCOMPLICATE THE COCKTAIL	US	Constellation Brands SMO, LLC	86252535	4757306
UNDRESSED RED	US	Constellation Brands U.S. Operations, Inc.	85390640	4250969
V	US	Constellation Brands U.S. Operations, Inc.	78176330	3587099
V VENDANGE (and Design): 	US	Constellation Brands U.S. Operations, Inc.	78735142	3142057
V.NO	US	Constellation Brands U.S. Operations, Inc.	85518517	4593268
VENDANGE	US	Constellation Brands U.S. Operations, Inc.	74337534	1838058
WILD HORSE	US	Constellation Brands U.S. Operations, Inc.	73606560	1483753
WILD IRISH ROSE (Stylized)	US	Constellation Brands, Inc.	71691822	632394
ZINFOMANIA	US	Franciscan Vineyards, Inc.	77652162	3657837