

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gallo Wines New Zealand LP		01/05/2021	Limited Partnership: NEW ZEALAND
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:	2875069	HOUSE OF NOBILO	
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:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	Allison Strickland Ricketts		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	151 West 42nd Street, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	EJG 2101286		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/ancanicolescu/		
DATE SIGNED:	02/02/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Confirmatory Deed of Trademark Assignment (this "**Trademark Assignment**"), effective as of January 5, 2021, is made by Gallo Wines New Zealand LP, a New Zealand limited partnership ("**Assignor**"), and E. & J. Gallo Winery, a California corporation (together with its successors and assigns, the "**Assignee**").

WHEREAS, Assignor owns, the trademarks set forth on Schedule A (attached hereto and incorporated herein by reference) for which Assignor owns the trademark applications and/or registrations and all common law rights and the goodwill associated therewith (collectively, the "**Marks**"); and

WHEREAS, Assignor has agreed to assign to Assignee all of the rights, title, and interests of Assignor in and to the Marks, and Assignee has agreed to accept said assignment as recorded and confirmed in this Deed.

NOW, THEREFORE the parties hereto agree and confirm as follows:

1. **Assignment.** For the good and valuable consideration as has been separately agreed between the parties, the receipt and sufficiency of which is 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 Marks pertain, hereby accepts from Assignor, all of the rights, title, and interests of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, including without limitation, the following:

- a. The Marks and all issuances, pending applications, extensions, and renewals thereof;
- b. The right to take action in relation to infringement of the Marks, the right to seek and recover damages and seek other remedies against third parties for any action in relation to such matters (whether or not such infringement or event took place prior to the date of this Trademark Assignment);
- c. 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
- d. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks.

2. **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 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.

3. **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]

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007178 FRAME: 0389

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **GALLO WINES
NEW ZEALAND LP** as Assignor by:

By: GALLO WINES NEW ZEALAND GP
LIMITED, its general partner

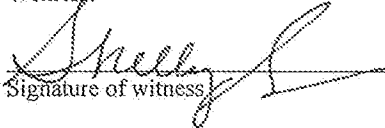


Signature of director/authorised signatory

Douglas B. Vilas

Name of director/authorised signatory

Witness*



Signature of witness

Shelly Sabanovich

Full name of witness

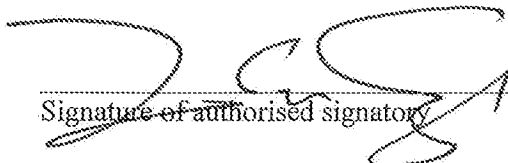
Intellectual Property Sr. Manager

Occupation of witness

326 Via Ziroli, Oakdale, Ca. 95361 USA

Address of witness

**A witness must not be a party to this deed.*

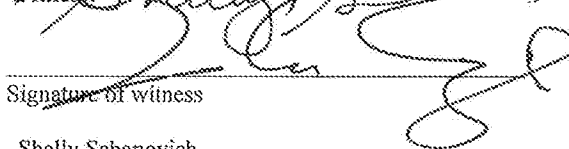


Signature of authorised signatory

Devinder P. Singh

Name of authorised signatory

Witness



Signature of witness

Shelly Sabanovich

Full name of witness

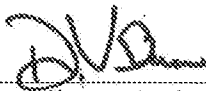
Intellectual Property Sr. Manager

Occupation of witness

326 Via Ziroli, Oakdale, Ca. 95361 USA

Address of witness

SIGNED on behalf of E. & J. GALLO
WINERY as Assignee by:

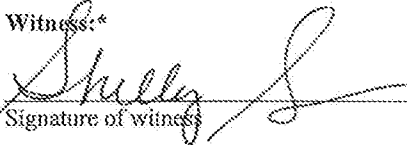


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Douglas B. Vilas

Name of director/authorised signatory

Witness:*



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Shelly Sabanovich

Full name of witness

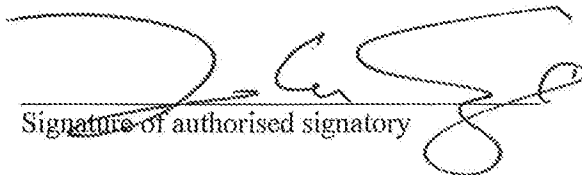
Intellectual Property Sr. Manager

Occupation of witness

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Address of witness

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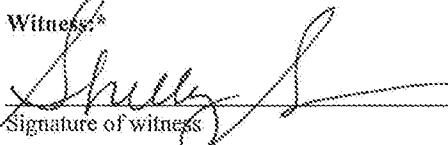


Signature of authorised signatory

Devinder P. Singh

Name of authorised signatory

Witness:*



Signature of witness

Shelly Sabanovich

Full name of witness

Intellectual Property Sr. Manager

Occupation of witness

326 Via Ziroli, Oakdale, Ca. 95361 USA

Address of witness

SCHEDULE A

Trademark	Country	Owner Of Record	Appl.No.	Reg.No.
NOBILO	US	Constellation Brands New Zealand Limited	75-092859	2115294
HOUSE OF NOBILO	US	Constellation Brands New Zealand Limited	78-310638	2875069
N EST 1943 (and design)	US	Constellation Brands New Zealand Limited	87-882445	5741386
NOBILO ICON	US	Constellation Brands New Zealand Limited	88-707065	