

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624158

<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>
H & H BROTHERS, L.L.C.		01/05/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E. & J. Gallo Winery		
<b>Street Address:</b>	600 Yosemite Boulevard		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95354		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0630579	MANISCHEWITZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	SM-TMGroup@ejgallo.com		
<b>Correspondent Name:</b>	Kristi W. Whalen		
<b>Address Line 1:</b>	600 Yosemite Boulevard		
<b>Address Line 4:</b>	Modesto, CALIFORNIA 95354		
<b>NAME OF SUBMITTER:</b>	Kristi W. Whalen		
<b>SIGNATURE:</b>	/kww/		
<b>DATE SIGNED:</b>	02/03/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENTS

This Trademark Assignment (this "Assignment") is dated as of January 5, 2021, by and between H&H Brothers LLC, a New Jersey limited liability company ("Assignor"), and E. & J. Gallo Winery, a California corporation ("Assignee").

### RECITALS

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule 1 hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the "Trademarks");

**WHEREAS**, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of the Trademarks, and the goodwill associated therewith, to Assignee; and

**WHEREAS**, the parties are concurrently entering into a Trademark Purchase Agreement dated December 8, 2020 (the "Agreement"), and this Assignment is subject to and in furtherance of the terms of the Agreement.

**NOW THEREFORE**, pursuant to the Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

- a. The Trademarks and all issuances, pending applications, extensions, and renewals thereof;
- b. All rights of any kind whatsoever accruing under or relating to the Trademarks 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 Trademarks, and the right to recover for damages and profits for past infringements thereof.

2. Recordation. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor, and to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date first set forth above.


**ASSIGNOR:**

H&H BROTHERS LLC

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

**ASSIGNEE:**

E. & J. GALLO WINERY

By  \_\_\_\_\_  
Name: Douglas B. Vilas  
Title: Chief Financial Officer


c. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks, and the right to recover for damages and profits for past infringements thereof.

2. Recordation. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor, and to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

H&H BROTHERS L.L.C.

By   
Name: Sheldon Rosenberg  
Title: CEO

**ASSIGNEE:**

E. & J. GALLO WINERY

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

Schedule 1

The Trademarks

Trademark	Country	Status	Application Date	Application No.	Registration Date	Registration No.
Manischewitz	United States	Registered	2/18/1955	71681926	7/10/1956	630579