

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637160

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900590546

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSTELLATION BRANDS U.S. OPERATIONS, INC.		10/30/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Arterra Imports Inc.
Street Address:	441 Courtneypark Drive East
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L5T 2V3
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3392673	PASO CREEK
Registration Number:	3419576	
Registration Number:	4833089	TOM GORE
Registration Number:	4800977	TOM GORE VINEYARDS
Registration Number:	3757941	VINTAGE INK
Serial Number:	88821306	VINTAGE INK

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 16178037040
Email: larry.robins@fisherbroyles.com
Correspondent Name: Larry Robins
Address Line 1: 4 MacQuarrie Lane
Address Line 4: Westford, MASSACHUSETTS 01886

DOMESTIC REPRESENTATIVE

Name: Lawrence R. Robins, FisherBroyles LLP

Address Line 1: 4 MacQuarrie Lane	
Address Line 4: Westford, MASSACHUSETTS 01886	
NAME OF SUBMITTER:	Lawrence R. Robins
SIGNATURE:	/Lawrence R. Robins/
DATE SIGNED:	04/06/2021
Total Attachments: 5 source=ArterraAssignmentAgreement#page1.tif source=ArterraAssignmentAgreement#page2.tif source=ArterraAssignmentAgreement#page3.tif source=ArterraAssignmentAgreement#page4.tif source=ArterraAssignmentAgreement#page5.tif	

US INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This US Intellectual Property Assignment Agreement (this “**Assignment**”), is made and entered into as of October 30, 2020, by and between Constellation Brands U.S. Operations, Inc., a New York corporation (“**Assignor**”), and Arterra Imports Inc., a corporation incorporated under the laws of Canada (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Constellation Brands, Inc., a Delaware corporation (together with Assignor, “**Sellers**”), on the one hand, and Assignee, Vins Arterra Canada, division Québec, Inc., a Québec corporation, and Arterra Wines Canada, Inc., a corporation incorporated under the laws of Canada (collectively, “**Buyers**”), on the other hand, dated as of the date hereof (the “**Purchase Agreement**”), Sellers are concurrently herewith selling, assigning, conveying, transferring and delivering to Buyers the Purchased IP;

WHEREAS, Assignor owns Purchased IP in respect of the registered or applied-for trademarks, common law trademarks, and domain name registrations set forth on Schedule A (attached hereto and incorporated herein by reference) (the “**US IP**”); and

WHEREAS, Assignor has agreed to assign to Assignee all of the rights, title, and interests of Assignor in and to the US IP including, for greater certainty, the goodwill of the business connected with and symbolized by US Trademark Application No. 88821306, and Assignee has agreed to accept said assignment.

NOW, THEREFORE, 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 Assignment 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 hereby accepts from Assignor, all of the rights, title, and interests of Assignor in and to the US IP, including, for greater certainty, the goodwill associated therewith and, as Assignor’s successor in respect of US Trademark Application No. 88821306, the portion of the business represented and symbolized by the such US Trademark Application, which business is ongoing and existing, including without limitation the following:

- (a) the right to sue for and to recover for damages and profits and all other remedies for past infringements thereof;
- (b) to the extent applicable, all issuances, pending applications, extensions, rights of priority and renewals thereof;

- (c) all rights of any kind whatsoever accruing under or relating to the US IP 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 US IP.

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 US IP 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 US IP.

4. Purchase Agreement Controls. Assignee acknowledges that the Assignor makes no representation or warranty with respect to the US IP except for those representations and warranties of Assignor 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 Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

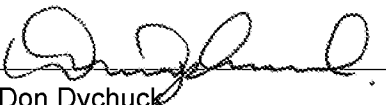
5. General Provisions. Except as to matters controlled or pre-empted by federal law, any and all claims or controversies of any kind (whether at law, in equity, in contract, in tort, or otherwise) arising out of or relating to the parties' rights and responsibilities under this Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by electronic transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first above written.

ASSIGNEE:

Arterra Imports Inc.

By: 
Name: Don Dychuck
Title: CFO

ASSIGNOR:

Constellation Brands U.S. Operations, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first above written.

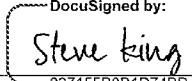
ASSIGNEE:

Arterra Imports Inc.

By: _____
Name:
Title:

ASSIGNOR:

Constellation Brands U.S. Operations, Inc.

By:  _____
Name: Steve King
Title: Vice President

SCHEDULE A

Registered and Applied-for Trademarks

Trademark	Application No	Registration No	Due Date	Owner/Assignee Name	Country	Filing Date	Registration Date
PASO CREEK	7717472 8	3392673	3/4/20 28	Constellation Brands U.S. Operations, Inc.	United States of America	5/7/2 007	3/4/2008
PASO CREEK TREE DESIGN	7717827 1	3419576	4/29/2 028	Constellation Brands U.S. Operations, Inc.	United States of America	5/10/ 2007	4/29/2008
TOM GORE	8634550 6	4833089	10/13/ 2020	Constellation Brands U.S. Operations, Inc.	United States of America	7/23/ 2014	10/13/201 5
TOM GORE VINEYARDS	8634551 8	4800977	8/25/2 020	Constellation Brands U.S. Operations, Inc.	United States of America	7/23/ 2014	8/25/2015
VINTAGE INK	7712771 6	3757941	3/9/20 20	Constellation Brands U.S. Operations, Inc.	United States of America	3/10/ 2007	3/9/2010
VINTAGE INK	88821306	-	-	Constellation Brands U.S. Operations, Inc.	United States of America	3/4/2 020	-

Common Law Trademarks

Trademark	Owner/Assignee Name	Jurisdiction
REVOLUTION	Constellation Brands U.S. Operations, Inc.	United States

Domain Name Registrations

www.tomgorevineyards.com