

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM636849

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900601323

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maria A Klein, an individual d/b/a Selene Wines		03/08/2021	INDIVIDUAL:

**RECEIVING PARTY DATA**

<b>Name:</b>	Corison Winery, Inc.
<b>Street Address:</b>	987 Saint Helena Hwy
<b>City:</b>	Saint Helena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94574
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	78951559	SELENE

**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:** 7072529000  
**Email:** elawrence@gvmlaw.com  
**Correspondent Name:** Erik Lawrence  
**Address Line 1:** 1000 Main Street  
**Address Line 2:** Suite 300  
**Address Line 4:** Napa, CALIFORNIA 94558

<b>NAME OF SUBMITTER:</b>	Erik W. Lawrence
<b>SIGNATURE:</b>	/s/ Erik W. Lawrence
<b>DATE SIGNED:</b>	04/05/2021

**Total Attachments: 5**

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## TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (this "Agreement") is made and entered into as of March 3, 2021 (the "Effective Date"), by and between Maria A. Klein, an individual d/b/a Selene Wines ("Seller"), and Corison Winery, Inc., a California corporation ("Buyer" and, together with Seller, the "Parties" and each a "Party").

### RECITALS

A. Seller is the sole owner of the trademark identified as Word Mark "SELENE" Registration Number "33356384," for use in wine (the "Trademark").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest in the Trademark upon the terms and conditions and for the consideration set forth herein.

### AGREEMENT

In consideration of the mutual agreements, representations and warranties hereinafter set forth, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Sale of Trademark.** Effective as of the Effective Date, but subject to the terms and conditions set forth herein, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer purchases from Seller, all of Seller's right, title and interest in and to the Trademark including, but not limited to, all of Seller's right, title and interest throughout the world in and to (a) any and all national, foreign and state registrations and applications; (b) any and all common law, statutory, or judicial rights related thereto; (c) any and all goodwill associated therewith; (d) any and all revenue and profits related thereto; and (e) any and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Intellectual Property; and to settle and retain proceeds from any such actions). On the Effective Date, the Parties shall enter a Trademark Assignment in the form attached hereto as Exhibit "A" (the "Assignment"), Buyer shall register the Assignment with the United States Patent and Trademark Office, and Seller shall reasonably cooperate with Buyer in such registration. The Trademark shall be sold free and clear of all Encumbrances of any kind or nature whatsoever. For purposes of this Agreement, the term "Encumbrances" shall mean and include all interests securing obligations owed to any person, whether based on common law, statute or contract, including those arising from licenses, grants, mortgages, indentures, deeds of trust, leases, collateral assignments of lease and rights, liens, pledges, conditional sales contracts, consignments, and bailments.

2. **Purchase Price.** The purchase price for the Trademark shall be eighteen (18) 750ml bottles (or their volume equivalent) of Buyer's wine to be delivered on the Effective Date and each anniversary of the Effective Date through and including the fourth (4<sup>th</sup>) anniversary of the Effective

Date, over a total period of five (5) years. Buyer shall select the composition of each delivery of Buyer's wine with Seller's reasonable input.

3. **Seller's Representations**. Seller represents and warrants to Buyer that Seller's interest in the Trademark is not subject to any Encumbrances. The foregoing representations and warranties shall survive the Effective Date.

4. **Further Assurances**. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement upon the request of the other party.

5. **Integration and Amendment**. This document represents the final, entire and complete agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous agreements, communications or representations, whether oral or written, express or implied. The parties acknowledge and agree that they may not and are not relying on any representation, promise, inducement, or other statement, whether oral or written- and by whomever made, that is not contained expressly in this Agreement. This Agreement may be amended only by a writing executed by each of the parties hereto.

6. **Assignment**. No party shall assign or attempt to assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of each of the other parties hereto.

7. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person or entity not a party hereto.

8. **Attorney Fees**. In the event any party incurs costs in enforcing this Agreement, the prevailing party in any subsequent litigation shall be entitled to full reimbursement of their expenses of enforcement, including reasonable attorneys' fees. Notwithstanding the foregoing, if the prevailing party refused to engage in mediation pursuant to the terms of Section 14 hereof, then such party shall not be entitled to recover attorneys' fees.

9. **Governing Law**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

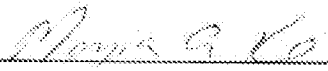
10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will be deemed to constitute a single document. Counterparts delivered by facsimile or electronic mail shall be considered an original. The signature page of each counterpart may be detached and attached to a single copy of this Agreement which shall for all purposes be treated as a single, original document.

*[Signature Page Follows]*

The parties have executed this Agreement as of the Effective Date.

**SELLER:**

Maria A. Klein,  
an individual

  
\_\_\_\_\_

**BUYER:**

CORISON WINERY, INC.

By:   
Catherine A. Corison, CEO

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of MARCH 8, 2021 by and between Maria A. Klein, an individual d/b/a Selene Wines ("Assignor"), and Corison, Winery, Inc., a California corporation ("Assignee").

**RECITALS**

A. Assignor is the sole owner of, and is using, the following trademark and U.S. trademark registration (the "Mark").

<b>Trademark:</b>	<b>Goods:</b>	<b>Registration No.</b>
Selene (word mark)	IC 033; Wine	3,356,384

B. Assignor desires to assign its interest in the Mark, including the goodwill represented thereby (the "Goodwill"), to Assignee and Assignee desires to acquire such Mark and Goodwill.

**AGREEMENT**

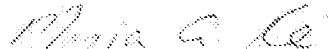
1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest Assignor holds in and to the Mark and Goodwill and all rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Mark.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction and those in privity therewith.

*(Signatures to Follow)*


Assignor and Assignee have entered into this Assignment as of the date first written above.

**ASSIGNOR:**

  
\_\_\_\_\_  
Maria A. Klein

**ASSIGNEE:**

CORISON WINERY, INC.

By:   
\_\_\_\_\_  
Catherine A. Corison, CEO