

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark Herold Wines, LLC		06/05/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Blicker Pierce Wagner Wine Merchants, LLC		
Street Address:	607 Airpark Road		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3886896	FLUX	
Registration Number:	3894962	ACHA	
Registration Number:	4180296	COLLIDE	
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:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	04/28/2021		
Total Attachments: 3			
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CW 6/12/20
Execution Version

MP 6-11-2020

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of June 5, 2020 (the "Effective Date"), by and between Mark Herold Wines, LLC, a California limited liability company with its principal place of business at 710 1st Street, Napa, California 94559 ("ASSIGNOR"), and Blicher Pierce Wagner Wine Merchants, LLC, a California limited liability company with its principal place of business at 607 Airpark Road, Napa, California 94558 ("ASSIGNEE").

WHEREAS, ASSIGNOR, ASSIGNEE entered into an Asset Purchase Agreement, dated as of the Effective Date ("Purchase Agreement"), pursuant to which ASSIGNOR is selling, assigning, conveying, transferring and delivering certain assets to ASSIGNEE, including, without limitation, all of ASSIGNOR's right, title and interest in and to the trademarks listed on the attached Schedule A (herein defined as "TRADEMARKS"), and ASSIGNEE is purchasing such assets.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, ASSIGNOR hereby sells, assigns, conveys, transfers and delivers to ASSIGNEE, its successors and assigns, all right, title and interest in and to all TRADEMARKS, together with the goodwill of the business which they represent symbolized by the TRADEMARKS, any common law rights in such TRADEMARKS, and all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment contemplated hereby. ASSIGNOR is aware that the "Collide" trademark has lapsed.

ASSIGNOR hereby requests the United States Commissioner of Patents and Trademarks to record this Assignment, as to the assigned TRADEMARKS herein referred to.

This Assignment, and all claims or causes of action that are based on, arise out of, or relate to this Assignment, shall be exclusively governed by and construed in accordance with the Laws of the State of California, without regard to its conflicts of law rules.

This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank. Signatures pages follow.]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have each caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

MARK HEROLD WINES, LLC

By 

Name: *MARK HEROLD*

Its: *owner*

ASSIGNEE:

BLICKER PIERCE WAGNER WINE
MERCHANTS, LLC

By 

Name: Cory Wagner

Its: Partner

SCHEDULE A
TO TRADEMARK ASSIGNMENT

1. Flux

- a. **Word Mark: FLUX**
- b. **Status: Live**
- c. **Date Filed: October 29, 2008**
- d. **USPTO Serial #: 77603022**
- e. **Registration Date: December 7, 2010**
- f. **Registration Number: 3886896**

2. Acha

- a. **Word Mark: ACHA**
- b. **Status: Live**
- c. **Date Filed: August 31, 2009**
- d. **USPTO Serial #: 77816450**
- e. **Registration Date: December 21, 2010**
- f. **Registration Number: 3894962**

3. Collide

- a. **Word Mark: COLLIDE**
- b. **Status: Dead**
- c. **Date Filed: February 23, 2011**
- d. **USPTO Serial #: 85249358**
- e. **Registration Date: July 24, 2012**
- f. **Registration Number: 4180296**

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