

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644192

|   |  |                        |                                      |
|---|--|------------------------|--------------------------------------|
| <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>                   |
| Soter Vineyards, LLC  |  | 04/30/2021             | Limited Liability Company:<br>OREGON |
| <b>RECEIVING PARTY DATA</b>   |  |                        |                                      |
| <b>Name:</b>  | DHF Holdings, Inc.                                 |                        |                                      |
| <b>Street Address:</b>  | 1102 N. Springbrook Rd., Apt. 185                  |                        |                                      |
| <b>City:</b>  | Newberg  |                        |                                      |
| <b>State/Country:</b>   | OREGON   |                        |                                      |
| <b>Postal Code:</b>   | 97132  |                        |                                      |
| <b>Entity Type:</b>   | Corporation: OREGON                                |                        |                                      |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                        |                                      |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>       |                                      |
| <b>Registration Number:</b>   | 4743384  | NORTH VALLEY           |                                      |
| <b>Registration Number:</b>   | 5500991  |                        |                                      |
| <b>Registration Number:</b>   | 3055299  | NORTH VALLEY VINEYARDS |                                      |
| <b>CORRESPONDENCE DATA</b>  |  |                        |                                      |
| <b>Fax Number:</b>  | 5032202480   |                        |                                      |
| <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>Phone:</b>   | (503) 294-9584                                     |                        |                                      |
| <b>Email:</b>   | patrick.hartigan@stoel.com                         |                        |                                      |
| <b>Correspondent Name:</b>  | Anne W. Glazer / Stoel Rives LLP                   |                        |                                      |
| <b>Address Line 1:</b>  | 760 SW Ninth Avenue, Suite 3000                    |                        |                                      |
| <b>Address Line 4:</b>  | Portland, OREGON 97205                             |                        |                                      |
| <b>NAME OF SUBMITTER:</b>   | Patrick P. Hartigan, SR Paralegal                  |                        |                                      |
| <b>SIGNATURE:</b>   | /Patrick P. Hartigan/                              |                        |                                      |
| <b>DATE SIGNED:</b>   | 05/04/2021   |                        |                                      |
| <b>Total Attachments: 5</b>   |  |                        |                                      |
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| source=Assignment of Intellectual Property (Executed)(110771648.1)#page3.tif  |  |                        |                                      |

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and delivered as of April 30, 2021 (the "Effective Date") by SOTER VINEYARDS, LLC, an Oregon limited liability company ("Assignor"), for the benefit of DHF HOLDINGS, INC., an Oregon corporation (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Purchase Agreement (as defined below).

### RECITALS

A. Assignor is a party to that certain Asset Purchase Agreement dated April 20, 2021 by and between Assignor and Assignee (the "Purchase Agreement") wherein Assignor has agreed to sell, transfer, and deliver to Assignee the Purchased Assets, including but not limited to that certain Intellectual Property listed on Exhibit A ("Purchased Intellectual Property") attached hereto and incorporated herein by this reference.

B. Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the agreements and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Purchased Intellectual Property, along with (a) any and all royalties, fees, income, payments and other proceeds hereafter due or payable with respect to any and all of the foregoing, and (b) any and all claims and causes of action, with respect to any of the foregoing accruing on or after Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any damages.
2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignor agrees to cooperate fully with Assignee to execute the electronic transfer of the domain names from Assignor's account with the applicable domain name registrar to Assignee's account with the applicable domain name registrar.
3. Purchase Agreement Controls. The parties hereto acknowledge and agree that this Assignment is granted pursuant to the Purchase Agreement, to which reference is made for a

further statement of the rights and obligations of Assignor and Assignee with respect to the matter described herein. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignor, Assignee, and their respective successors and assigns any remedy or claim under or by reason of this Assignment.

5. Governing Law. This Assignment will be governed by and construed under the laws of the State of Oregon without regard to conflicts of laws principles.

6. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Any executed counterpart delivered by facsimile or other means of electronic transmission shall be deemed an original for all purposes.

8. Further Assurances. At any time or from time to time after the Effective Date, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee, at Assignee's sole cost, such other instruments of transfer, conveyance, assignment, and confirmation, provide such materials and information, and take such other actions as Assignee may reasonably request in order to transfer, convey, and assign to Assignee the Purchased Intellectual Property.

IN WITNESS WHEREOF the undersigned has signed and acknowledged this Assignment effective as of the Effective Date.

ASSIGNOR:

*SOTER VINEYARDS, LLC,*  
an Oregon limited liability company

By: 

Name: Tony Soter

Title: Manager

Accepted by:

ASSIGNEE:

*DHF HOLDINGS, INC.,*  
an Oregon corporation

By: \_\_\_\_\_

Name: Jay Lee

Title: President

TRADEMARK

REEL: 007279 FRAME: 0294

further statement of the rights and obligations of Assignor and Assignee with respect to the matter described herein. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand, or limit in any way the terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. No Additional Remedies. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignor, Assignee, and their respective successors and assigns any remedy or claim under or by reason of this Assignment.

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IN WITNESS WHEREOF the undersigned has signed and acknowledged this Assignment effective as of the Effective Date.

Accepted by:


ASSIGNOR:

*SOTER VINEYARDS, LLC,*  
an Oregon limited liability company


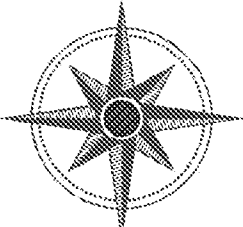
By: \_\_\_\_\_  
Name: Tony Soter  
Title: Manager

ASSIGNEE:

*DHF HOLDINGS, INC.,*  
an Oregon corporation

By:  \_\_\_\_\_  
Name: Jay Lee  
Title: President

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

| <u>Mark</u>  | <u>US<br/>Registration<br/>Number</u> | <u>Registration<br/>Date</u> | <u>Relevant Information</u>   |
|--|---------------------------------------|------------------------------|---|
|   | 4743384                               | 05/26/2015                   | <ul style="list-style-type: none"> <li>-Graphic of compass rose and name in conjunctive use in the design</li> <li>-Recently renewed</li> <li>-Class 033 trademark</li> <li>-purchase includes associated goodwill</li> </ul> |
|  | 5500991                               | 06/26/2018                   | <ul style="list-style-type: none"> <li>-Compass rose as a singular design</li> <li>-purchase includes associated goodwill</li> </ul>  |
| NORTH VALLEY VINEYARDS   | 3055299                               | 01/31/2006                   | <ul style="list-style-type: none"> <li>-Additional trade name</li> <li>-Up for renewal in January 2026</li> <li>-Class 033 trademark</li> <li>-purchase includes associated goodwill</li> </ul>                               |

**EXHIBIT A CONT.**  
**INTELLECTUAL PROPERTY**

1.) Names:

North Valley

This name is registered as an ABN of Anthony Soter with the State of Oregon.  
Registration #: 527690-99

North Valley Vineyards

This name is registered as an ABN for Soter Vineyards with the State of Oregon.  
Active Registration #: 752053-94

Inactive Registrations #'s: 527684-97, 230860-93

North Valley Wines, LLC

Registration #: 936961-94 is an active DLLC registration with the State of Oregon  
This LLC will be dissolved on or prior to the Closing pursuant to Section **Error!**  
**Reference source not found.** of the APA.

2.) Websites:

northvalleyvineyards.com (not currently live)

The website is hosted on Squarespace and can be found at

<https://north-valley-vineyards-dev.squarespace.com/>

Password: mineralsprings

3.) Domain Names:

northvalleyvineyards.com

northvalleywines.com

northvalleywineclub.com

4.) Email Addresses

[james@northvalleyvineyards.com](mailto:james@northvalleyvineyards.com) (inactive currently)

5.) Phone and Fax Numbers

James Cahill's current phone and phone number will be transferred to him personally.

6.) Marketing Photographs (100's)

7.) Wine club organization

8.) Customer Lists, Distribution Lists, and Account Lists