

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645515

<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>
Intercontinental Packaging Company		05/06/2021	Corporation:
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5685112	RUINENLUST	
<b>Serial Number:</b>	90124466	RUINENLUST	
<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-TMDocket@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>	05/10/2021		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of May 6, 2021, by and among Intercontinental Packaging Company, a Minnesota corporation, located at 2300 Pilot Knob Road, Mendota Heights, MN 55120 (“**Assignor**”), and E. & J. Gallo Winery, a California corporation, located at 600 Yosemite Boulevard, Modesto, CA 95354 (“**Assignee**”).

### RECITALS

**WHEREAS**, Assignor acquired rights to the trademarks listed in Schedule A hereto from Pitt Street LLC DBA Pitt Street Brewing Company (“**Pitt Street**”) pursuant to that certain Trademark Assignment Agreement dated August 18, 2020 (the “**Pitt Street Agreement**”), a copy of which has been provided to Assignee.

WHEREAS, Assignor is the current owner of the trademarks listed in Schedule A hereto and including, without limitation, common law rights thereto and registrations thereof, and other rights and goodwill associated therewith acquired by Assignor pursuant to the Pitt Street Agreement (collectively, the “**Trademarks**”); and

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

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

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor’s 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.


3. Consideration. Upon the mutual execution of this Assignment, Assignee shall pay to Assignor an amount that has been mutually agreed upon by the parties and is set forth in separate documentation between the parties in consideration for the assignment described in this Assignment.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first written above.

**ASSIGNOR:**

INTERCONTINENTAL PACKAGING COMPANY

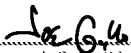
By  \_\_\_\_\_  
Mikel Morgan (May 7, 2021 15:09 CDT)

Name: Mikel Morgan

Title: President

**ASSIGNEE:**

E. & J. GALLO WINERY

By  \_\_\_\_\_  
Joseph Gallo (May 7, 2021 15:25 PDT)

Name: Joseph Gallo

Title: VP-General Manager Luxury Wine

Schedule A

To the Assignment of Trademarks

**TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>App/Reg No.</b>	<b>Goods/Services</b>
US	RUINENLUST	5685112	Cl 32: Beer
US	RUINENLUST	90124466	Cl 33: Alcoholic beverages, except beer