

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650933

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                       |
| Luna Vineyards, LLC   |  | 06/01/2021            | Limited Liability Company:<br>CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Blicker Pierce Wagner Wine Merchants, LLC          |                       |  |
| <b>Street Address:</b>  | 607 Airpark Road                                   |                       |  |
| <b>City:</b>  | Napa   |                       |  |
| <b>State/Country:</b>   | CALIFORNIA   |                       |  |
| <b>Postal Code:</b>   | 94558  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: CALIFORNIA              |                       |  |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 85898892   | A CRISP               |  |
| <b>Serial Number:</b>   | 74695664   | LUNA VINEYARDS        |  |
| <b>Serial Number:</b>   | 85520019   | LUNATIC               |  |
| <b>Serial Number:</b>   | 85666880   | PALACE                |  |
| <b>Serial Number:</b>   | 88630447   | THE PALACE 1915       |  |
| <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>   | IPDocket@mayerbrown.com                            |                       |  |
| <b>Correspondent Name:</b>  | William R. Siegel, Mayer Brown LLP                 |                       |  |
| <b>Address Line 1:</b>  | P.O. BOX 2828                                      |                       |  |
| <b>Address Line 4:</b>  | CHICAGO, ILLINOIS 60690-2828                       |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 20668299   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | William R. Siegel                                  |                       |  |
| <b>SIGNATURE:</b>   | /william r siegel/                                 |                       |  |
| <b>DATE SIGNED:</b>   | 06/01/2021   |                       |  |
| <b>Total Attachments: 5</b>   |  |                       |  |

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is effective as of June 1, 2021 (the “Effective Date”), by and between Luna Vineyards, LLC, a California limited liability company with its principal place of business at 2921 Silverado Trail, Napa, California 94558 (“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, and ASSIGNEE entered into an Asset Purchase Agreement, dated as of May 21, 2021 (“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, 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 (as defined in the Purchase Agreement) to take, any and all additional actions as may be necessary or appropriate to effect the assignment contemplated hereby.

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:**

LUNA VINEYARDS, LLC

By  DocuSigned by:  
5C3FC17D6DDF444...  
Name: Anne Kensok  
Its: Manager

**ASSIGNEE:**

BLICKER PIERCE WAGNER WINE  
MERCHANTS, LLC

By \_\_\_\_\_  
Name: Cory Wagner  
Its: Partner

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:**

LUNA VINEYARDS, LLC

By \_\_\_\_\_  
Name: Anne Kensok  
Its: Manager

**ASSIGNEE:**

BLICKER PIERCE WAGNER WINE  
MERCHANTS, LLC

By \_\_\_\_\_  
Name: Cory Wagner  
Its: Partner

DocuSigned by:  
*Cory Wagner*  
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**SCHEDULE A**  
**TO TRADEMARK ASSIGNMENT**

1. **A CRISP**

- a. Word Mark: A CRISP
- b. Serial Number: 85898892
- c. Filing Date: April 9, 2013
- d. Registration Number: 4679413
- e. Registration Date: January 27, 2015

2. **LUNA VINEYARDS**

- a. Word Mark: LUNA VINEYARDS
- b. Serial Number: 74695664
- c. Filing Date: June 29, 1995
- d. Registration Number: 2169860
- e. Registration Date: June 30, 1998
- f. International Designations: China, Japan, Republic of Korea
- g. International Application Number: 1107826

3. **LUNA VINEYARDS (Canada)**

- a. Word Mark: LUNA VINEYARDS
- b. Serial Number: 1561625
- c. Registration Number: TMA857172
- d. Registration Date: August 7, 2013

4. **LUNATIC**

- a. Word Mark: LUNATIC
- b. Serial Number: 85520019
- c. Filing Date: January 19, 2012

- d. Registration Number: 4281712
- e. Registration Date: January 29, 2013

5. PALACE

- a. Word Mark: PALACE
- b. Serial Number: 85666880
- c. Filing Date: July 2, 2012
- d. Registration Number: 4408248
- e. Registration Date: September 24, 2013

6. THE PALACE 1915

- a. Word Mark: THE PALACE 1915
- b. Serial Number: 88630447
- c. Filing Date: September 25, 2019
- d. Registration Number 5997245
- e. Registration Date: February 25, 2020