

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658982

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| The Winebow Group, LLC  |  | 06/22/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | The Country Vintner, Inc.                          |                       |  |
| <b>Doing Business As:</b>   | Winebow  |                       |  |
| <b>Street Address:</b>  | 4800 Cox Road                                      |                       |  |
| <b>Internal Address:</b>  | Suite 300  |                       |  |
| <b>City:</b>  | Glen Allen   |                       |  |
| <b>State/Country:</b>   | VIRGINIA   |                       |  |
| <b>Postal Code:</b>   | 23060  |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |  |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4103968  | ANNALISA              |  |
| <b>Registration Number:</b>   | 4193185  | FRONT PORCH           |  |
| <b>Registration Number:</b>   | 4069855  | MARS AND VENUS        |  |
| <b>Registration Number:</b>   | 3908192  | ST. KILDA             |  |
| <b>Serial Number:</b>   | 90557094   | MARS AND VENUS        |  |
| <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>Phone:</b>   | 8045370574   |                       |  |
| <b>Email:</b>   | wdickinson@kaleolegal.com                          |                       |  |
| <b>Correspondent Name:</b>  | William P. Dickinson, III                          |                       |  |
| <b>Address Line 1:</b>  | 4456 Corporation Lane                              |                       |  |
| <b>Address Line 2:</b>  | Suite 135  |                       |  |
| <b>Address Line 4:</b>  | Virginia Beach, VIRGINIA 23462                     |                       |  |
| <b>NAME OF SUBMITTER:</b>   | William P. Dickinson, III                          |                       |  |
| <b>SIGNATURE:</b>   | /William P. Dickinson III/                         |                       |  |

OP \$140.00 4103968

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/09/2021 |
|---------------------|------------|

**Total Attachments: 4**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of June 17, 2021, is made by The Winebow Group, LLC ("**The Winebow Group**"), a Delaware limited liability company, located at 4800 Cox Road, Suite 300, Glen Allen, Virginia 23060, in favor of its wholly-owned subsidiary, The Country Vintner, Inc. d/b/a Winebow Virginia Corporation ("**Country Vintner**"), a Delaware corporation, located at 4800 Cox Road, Suite 300, Glen Allen, Virginia 23060, pursuant to the Contribution Agreement and Second Amended and Restated Limited Liability Agreement of The Winebow Group, LLC dated as of April 19, 2021 (the "**Agreement**").

WHEREAS, under the terms of the Agreement, The Winebow Group has conveyed, transferred, and assigned to Country Vintner, among other assets, certain intellectual property of The Winebow Group, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

I. Assignment. The Winebow Group hereby irrevocably contributes, conveys, transfers, and assigns to Country Vintner, and Country Vintner hereby accepts, all of The Winebow Group's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of The Winebow Group's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of The Winebow Group accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (the contributions, conveyances, transfers, and assignments contemplated by this Paragraph 1, the "**Contributions**").

2. Recordation and Further Actions. The Winebow Group hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Country Vintner. Following the date hereof, upon Country Vintner's reasonable request, The Winebow Group shall take such steps and actions, and provide such cooperation and assistance to Country Vintner and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Country Vintner, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Tax Treatment. The Contributions shall be treated, for federal income tax purposes, by all parties to this agreement, as tax free contributions to the capital of Winebow Inc.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The Winebow Group has duly executed and delivered this Trademark Assignment as of the date first written above.

THE WINEBOW GROUP, LLC

By: KRH  
Name: Kimberly R. Hillman  
Title: SECRETARY  
Address for Notices: 4800 Cox Rd, Suite 300  
Glen Allen, VA 23060

ACKNOWLEDGMENT

STATE OF Virginia )  
 )SS.  
COUNTY OF Henrico )

On the 22<sup>nd</sup> day of June, 2021, before me personally appeared Kimberly R. Hillman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the SECRETARY of The Winebow Group, LLC, and acknowledged the instrument to be her free act and deed/the free act and deed of The Winebow Group, LLC for the uses and purposes mentioned in the instrument.

Janelle Yvonne Denny  
NOTARY PUBLIC  
REG. #7873184  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES April 30, 2024

My Commission Expires: 4/30/24

Janelle Yvonne Denny  
Notary Public  
Printed Name:

AGREED TO AND ACCEPTED:

THE COUNTRY VINTNER, INC.

By: KRH  
Name: Kimberly R. Hillman  
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF Virginia )  
 )SS.  
COUNTY OF Henrico )

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Janelle Yvonne Denny  
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COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES April 30, 2024

My Commission Expires: 4/30/24

Janelle Yvonne Denny  
Notary Public  
Printed Name:

## SCHEDULE 1

### Assigned Trademarks

#### Trademark Registrations

| Literal Element of Mark | App. Number | Reg. Number | Reg. Date  | Jurisdiction  |
|-------------------------|-------------|-------------|------------|---------------|
| ANNALISA                | 85058155    | 4103968     | 02/28/2012 | United States |
| FRONT PORCH             | 85380691    | 4193185     | 08/21/2012 | United States |
| MARS AND VENUS          | 85239735    | 4069855     | 12/13/2011 | United States |
| ST. KILDA               | 85103950    | 3908192     | 01/18/2011 | United States |

#### Trademark Applications

| Literal Element of Mark | Serial Number | Jurisdiction  |
|-------------------------|---------------|---------------|
| MARS AND VENUS          | 90557094      | United States |