

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Winebow Group, LLC		06/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Winebow, Inc.		
Street Address:	4800 Cox Rd, Suite 300		
City:	Glen Allen		
State/Country:	VIRGINIA		
Postal Code:	23060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	4961536	¡BUENAS!	
Registration Number:	5509820	AMBLE + CHASE	
Registration Number:	5675307	CRAFT + ESTATE	
Registration Number:	5581478	DELL' UNITÀ	
Registration Number:	5266133	GRAPE BEGINNINGS A MEMBER OF THE WINEBOW	
Registration Number:	3027371	MARTIN SCOTT WINES	
Registration Number:	4902671	MARTIN SCOTT WINES A MEMBER OF THE WINEB	
Registration Number:	5667372	MARTINORO	
Registration Number:	5189639	MUNDOVINO A MEMBER OF THE WINEBOW GROUP	
Registration Number:	5459742	MUNDOVINO A MEMBER OF THE WINEBOW GROUP	
Registration Number:	5266132	NOBLE WINES A MEMBER OF THE WINEBOW GROU	
Registration Number:	4009152	PONGA	
Registration Number:	5080313	PURPLE FEET WINES	
Registration Number:	5080314	PURPLE FEET WINES A MEMBER OF THE WINEBO	
Registration Number:	4910078	STACOLE FINE WINES	
Registration Number:	5042980	STACOLE FINE WINES A MEMBER OF THE WINEB	
Registration Number:	5052325	STONEWALL	
Registration Number:	4154015	THE AMERICAN STILL LIFE COLLECTION	
Registration Number:	4154014	THE AMERICAN STILL LIFE COLLECTION	
TRADEMARK			

OP \$1215.00 4961536

Property Type	Number	Word Mark
Registration Number:	2281386	THE COUNTRY VINTNER
Registration Number:	5028710	THE COUNTRY VINTNER A MEMBER OF THE WINE
Registration Number:	5200350	THE COUNTRY VINTNER A MEMBER OF THE WINE
Registration Number:	5327654	THE HENRY WINE GROUP A MEMBER OF THE WIN
Registration Number:	4989932	THE WINEBOW GROUP
Registration Number:	5341899	W
Registration Number:	5844306	WINEBOW
Registration Number:	5759262	WINEBOW
Registration Number:	5027293	WINEBOW A MEMBER OF THE WINEBOW GROUP
Registration Number:	5042981	WINEBOW BOSTON A MEMBER OF THE WINEBOW G
Registration Number:	2071562	WINEBOW INC.
Registration Number:	5584626	WOMEN IN WINE LEADERSHIP SYMPOSIUM
Registration Number:	5349871	
Serial Number:	90234862	HANDLEBAR WINE
Serial Number:	90172389	LOCAL TAB
Serial Number:	90234866	SHORT PUMP WINE
Serial Number:	88621034	THE GREEN WINE PROJECT
Serial Number:	90583932	WELCOME TO ARGENTINA
Serial Number:	90069044	WELCOME TO BARCELONA
Serial Number:	90583936	WELCOME TO ITALY
Serial Number:	90069040	WELCOME TO LAKE GARDA
Serial Number:	90069018	WELCOME TO MARLBOROUGH
Serial Number:	90069027	WELCOME TO MENDOZA
Serial Number:	90583942	WELCOME TO NEW ZEALAND
Serial Number:	90583939	WELCOME TO SPAIN
Serial Number:	90069065	WELCOME TO VENICE
Serial Number:	88713343	WELCOME TO WINE COMPANY
Serial Number:	86439442	WINEBOW A MEMBER OF THE WINEBOW GROUP
Serial Number:	87826459	WINEBOW CHATEAU + ESTATE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8045370574

Email: wdickinson@kaleolegal.com

Correspondent Name: William P. Dickinson, III

Address Line 1: 4456 Corporation Lane

Address Line 2: Suite 135

Address Line 4: Virginia Beach, VIRGINIA 23462

TRADEMARK

REEL: 007350 FRAME: 0560

NAME OF SUBMITTER:	William P. Dickinson, III
SIGNATURE:	/William P. Dickinson III/
DATE SIGNED:	07/09/2021
Total Attachments: 7 source=Trademark Assignment - Winebow - For Filing#page1.tif source=Trademark Assignment - Winebow - For Filing#page2.tif source=Trademark Assignment - Winebow - For Filing#page3.tif source=Trademark Assignment - Winebow - For Filing#page4.tif source=Trademark Assignment - Winebow - For Filing#page5.tif source=Trademark Assignment - Winebow - For Filing#page6.tif source=Trademark Assignment - Winebow - For Filing#page7.tif	

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, Winebow, Inc. ("Winebow, Inc."), 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 Winebow, Inc., 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:

1. Assignment. The Winebow Group hereby irrevocably contributes, conveys, transfers, and assigns to Winebow, Inc., and Winebow, Inc. 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 I 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 I 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 Winebow, Inc.. Following the date hereof, upon Winebow, Inc.'s reasonable request, The Winebow Group shall take such steps and actions, and provide such cooperation and assistance to Winebow, Inc. 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 Winebow, Inc., 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: KLHL
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 22nd day of July, 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

Janelle Yvonne Denny
Notary Public
Printed Name:

My Commission Expires: 4/30/24

AGREED TO AND ACCEPTED:

WINEBOW, INC.
By: KLHL
Name: Kimberly R. Hillman
Title: Secretary

ACKNOWLEDGMENT

STATE OF Virginia)
)
)SS.
)
COUNTY OF Henrico)

On the 22nd 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 Winebow, Inc., and acknowledged the instrument to be her free act and deed/the free act and deed of Winebow, Inc. for the uses and purposes mentioned in the instrument.

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

Janelle Yvonne Denny
Notary Public
Printed Name:


My Commission Expires: 4/30/24

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Literal Element of Mark	App. Number	Reg. Number	Reg. Date	Jurisdiction
¡BUENAS!	86643043	4961536	05/17/2016	United States
AMBLE + CHASE	87524743	5509820	07/03/2018	United States
CRAFT + ESTATE	88029676	5675307	02/12/2019	United States
DELL'UNITÀ	87310643	5581478	10/09/2018	United States
GRAPE BEGINNINGS A MEMBER OF THE WINEBOW GROUP	87381025	5266133	08/15/2017	United States
MARTIN SCOTT WINES	78438453	3027371	12/13/2005	United States
MARTIN SCOTT WINES A MEMBER OF THE WINEBOW GROUP	86439474	4902671	02/16/2016	United States
MARTINORO	87680871	5667372	01/29/2019	United States
MUNDOVINO A MEMBER OF THE WINEBOW GROUP	87133803	5189639	04/25/2017	United States
MUNDOVINO A MEMBER OF THE WINEBOW GROUP	87133815	5459742	05/01/2018	United States
NOBLE WINES A MEMBER OF THE WINEBOW GROUP	87380982	5266132	08/15/2017	United States
PONGA	85209127	4009152	08/09/2011	United States
PURPLE FEET WINES	86602595	5080313	11/15/2016	United States
PURPLE FEET WINES A MEMBER OF THE WINEBOW GROUP	86602610	5080314	11/15/2016	United States
STACOLE FINE WINES	86602605	4910078	03/01/2016	United States
STACOLE FINE WINES A MEMBER OF THE WINEBOW GROUP	86979806	5042980	09/13/2016	United States
STONEWALL	86571597	5052325	10/04/2016	United States
THE AMERICAN STILL	85444708	4154015	06/05/2012	United States

LIFE COLLECTION				
THE AMERICAN STILL LIFE COLLECTION	85444703	4154014	06/05/2012	United States
THE COUNTRY VINTNER	75525971	2281386	09/28/1999	United States
THE COUNTRY VINTNER A MEMBER OF THE WINEBOW GROUP	86979808	5028710	08/23/2016	United States
THE COUNTRY VINTNER A MEMBER OF THE WINEBOW GROUP	86439453	5200350	05/09/2017	United States
THE HENRY WINE GROUP A MEMBER OF THE WINEBOW GROUP	87381016	5327654	11/07/2017	United States
THE WINEBOW GROUP	86602631	4989932	06/28/2016	United States
W	87137013	5341899	11/21/2017	United States
WINEBOW	88305182	5844306	08/27/2019	United States
WINEBOW	88006072	5759262	05/21/2019	United States
WINEBOW A MEMBER OF THE WINEBOW GROUP	86979805	5027293	08/23/2016	United States
WINEBOW BOSTON A MEMBER OF THE WINEBOW GROUP	86979807	5042981	09/13/2016	United States
WINEBOW INC.	75102949	2071562	06/17/1997	United States
WOMEN IN WINE LEADERSHIP SYMPOSIUM	87808818	5584626	10/16/2018	United States
	87431633	5349871	12/05/2017	United States

Trademark Applications

Literal Element of Mark	Serial Number	Jurisdiction
HANDLEBAR WINE	90234862	United States
LOCAL TAB	90172389	United States
SHORT PUMP WINE	90234866	United States
THE GREEN WINE PROJECT	88621034	United States
WELCOME TO ARGENTINA	90583932	United States
WELCOME TO BARCELONA	90069044	United States
WELCOME TO ITALY	90583936	United States
WELCOME TO LAKE GARDA	90069040	United States
WELCOME TO MARLBOROUGH	90069018	United States
WELCOME TO MENDOZA	90069027	United States
WELCOME TO NEW ZEALAND	90583942	United States
WELCOME TO SPAIN	90583939	United States
WELCOME TO VENICE	90069065	United States
WELCOME TO WINE COMPANY	88713343	United States
WINEBOW A MEMBER OF THE WINEBOW GROUP	86439442	United States
WINEBOW CHATEAU +	87826459	United States

ESTATE		States
