OP \$40.00 6404460

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM660972

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johan Kenneth Eide		07/19/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Vineshift Inc.	
Street Address:	180 Morris Street, Suite 170	
City:	Sebastopol	
State/Country:	CALIFORNIA	
Postal Code:	95472	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6404460	REGION

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: 4047028275

Email: dana@danadicksonlaw.com

Correspondent Name: Dana Dickson
Address Line 1: 1101 Juniper St. NE

Address Line 2: #1209

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Dana Dickson
SIGNATURE:	/Dana Dickson/
DATE SIGNED:	07/19/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of July 10, 2021 (the "Effective Date") and entered into by and between Vineshift Inc. ("Assignee"), a corporation incorporated under the laws of Delaware and located at 180 Morris Street, Suite 170, Sebastopol, California 95472, and Johan Kenneth Eide ("Assignor"), an individual and U.S. citizen.

RECITALS

WHEREAS Assignor owns the mark **REGION** and a registration (No. 6404460) on the U.S. federal register for such mark, as set forth in Attachment A attached hereto and incorporated herein by this reference;

WHEREAS Assignee desires to acquire all of the right, title and interest of the Assignor in, to and under the mark REGION, together with the goodwill symbolized by the mark;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

TERMS AND CONDITIONS

- (1) Assignor hereby conveys, transfers, assigns, delivers and sets over to Assignee, and Assignee accepts Assignor's entire right, title, and interest in and to Assignor's mark REGION, and any and all registrations and/or applications for registrations thereof, whether issued or pending (including, without limitation, the registration in the United States Patent & Trademark Office specified on Attachment A hereto), together with the goodwill associated therewith and all of Assignor's other rights, privileges and priorities under applicable U.S., state and/or foreign laws with respect to the mark, including, without limitation, Assignor's common law rights and any and all of Assignor's rights to obtain renewals, reissues, and extensions for the mark and all other legal protections pertaining to the foregoing;
- (2) Assignor hereby conveys, transfers, assigns, delivers and sets over to Assignee, and Assignee accepts all income, royalties, and damages hereafter due or payable to Assignor with respect to the mark, including, without limitation, damages and payments for past and future infringements and misappropriations of the mark;
- (3) Assignor hereby conveys, transfers, assigns, delivers and sets over to Assignee, and Assignee accepts all rights to prosecute applications, maintain, enforce and renew all

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registrations, and to sue for past and future infringements or misappropriations of the mark; and

- (4) Assignor hereby conveys, transfers, assigns, delivers and sets over to Assignee, and Assignee accepts all rights in any and all logos, designs, trade dress and labels, if any, associated with the mark.
- (5) Assignor represents and warrants that:
 - a. Assignor owns the entire right, title and interest in and to the mark REGION;
 - b. The U.S. federal registration (No. 6404460) for the mark REGION is currently valid;
 - Assignor has all authority necessary to enter into this Trademark Assignment, and the execution and delivery of this Agreement has been duly and validly authorized; and
 - d. There are no liens or security interests against the mark REGION.
- (6) This Trademark Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

Assignor authorizes the Commissioner for Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registration to Assignee as assignee of Assignor's entire right, title, and interest therein.

This Trademark Assignment contains the entire agreement between the Assignor and Assignee. No other agreement, statement, or promise made on or before the Effective Date of this Agreement will be binding on either the Assignor or Assignee.

The invalidity, illegality or unenforceability of any provision(s) of this Trademark Assignment shall not impact the continuation in force of the remainder of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor, in his individual capacity, and Assignee by virtue of an authorized officer, have duly executed this document as of the Effective Date.

ASSIGNOR:

Johan Kenneth Eide

Date

Johan Kenneth Eide, Chief Executive Officer, on behalf of Vineshift Inc.

Date

ASSIGNEE:

ATTACHMENT A

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United States of America United States Patent and Trademark Office

REGION

Reg. No. 6,404,460

Registered Jun. 29, 2021

Int. Cl.: 35, 43

Service Mark

Principal Register

Johan Kenneth Eide (UNITED STATES INDIVIDUAL) 6684 Norcliff Dr. Sebastopol, CALIFORNIA 95472

CLASS 35: Retail store services featuring a wide variety of consumer goods of others; Retail store services featuring wines; Retail store services featuring wine variety packs; On-line retail store services featuring a wide variety of consumer goods of others; Online retail store services featuring wines; On-line retail store services featuring wine variety packs

FIRST USE 12-1-2019; IN COMMERCE 12-1-2019

CLASS 43: Restaurant services; Restaurant services featuring wines and foods; Restaurant services featuring a wine tasting room; Bar and restaurant services; Café and restaurant services; Mobile restaurant services; Pop-up restaurant services

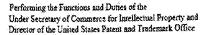
FIRST USE 12-1-2019; IN COMMERCE 12-1-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-716,233, FILED 12-05-2019



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REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

- First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application
 for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

 You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at http://www.uspto.gov.

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RECORDED: 07/19/2021