

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nellcote Wine Group Inc.		07/07/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Blicker Pierce Wagner Wine Merchants, LLC		
Street Address:	607 Airpark Road		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87166752	NELLCÔTE	
Serial Number:	86296333	NELLCÔTE	
Serial Number:	85831710	NELLCOTE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	20668299		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	07/26/2021		
Total Attachments: 4			
source=Nellcote Trademark Asssignment Agreement (Executed) (Dated as July 7, 2021)#page1.tif			
source=Nellcote Trademark Asssignment Agreement (Executed) (Dated as July 7, 2021)#page2.tif			
source=Nellcote Trademark Asssignment Agreement (Executed) (Dated as July 7, 2021)#page3.tif			
source=Nellcote Trademark Asssignment Agreement (Executed) (Dated as July 7, 2021)#page4.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is effective as of July 7, 2021 (the “Effective Date”), by and between Nellcote Wine Group Inc, a California corporation with its principal place of business at 700 Larkspur Landing Circle, Suite 199, Larkspur, California 94939 (“ASSIGNOR”), and Blicker 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 the Effective Date (“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, its successors and assigns, 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.]

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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:

NELLCOTE WINE GROUP INC

By 

Name: Tyler Olbres

Its: President

ASSIGNEE:

BLICKER PIERCE WAGNER WINE
MERCHANTS, LLC

By 

Name: Cory Wagner

Its: Partner

SCHEDULE A
TO TRADEMARK ASSIGNMENT

1. NELLCÔTE

NELLCÔTE

- a. Word Mark: NELLCÔTE
- b. Serial Number: 87166752
- c. Filing Date: September 9, 2016

2. NELLCÔTE

NELLCÔTE

- a. Word Mark: NELLCÔTE
- b. Serial Number: 86296333
- c. Filing Date: May 30, 2014
- d. Registration Number: 4667273
- e. Registration Date: January 6, 2015

3. NELLCÔTE

NELLCÔTE

- a. Word Mark: NELLCOTE
- b. Serial Number: 85831710
- c. Filing Date: January 24, 2013
- d. Registration Number: 4614466


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e. Registration Date: September 30, 2014

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