

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667802

<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>
Jennifer R. Hansen		07/21/2021	INDIVIDUAL:
Jeffrey Hansen		07/21/2021	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E. & J. Gallo Winery		
<b>Street Address:</b>	600 Yosemite Boulevard		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95354		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4350582	WILDCARD	
<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>	tm.group@ejgallo.com		
<b>Correspondent Name:</b>	Kristi W. Whalen		
<b>Address Line 1:</b>	600 Yosemite Boulevard		
<b>Address Line 4:</b>	Modesto, CALIFORNIA 95354		
<b>NAME OF SUBMITTER:</b>	Kristi W. Whalen		
<b>SIGNATURE:</b>	/kww/		
<b>DATE SIGNED:</b>	08/16/2021		
<b>Total Attachments: 8</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is entered as of July 21, 2021 (the "Effective Date"), by and among Jennifer R. Hansen (DBA Wildcard Brewing Company) ("Seller") and Jeffrey Hansen, both with an address at 3271 Inverness Street, Redding, CA 96002, and E. & J. Gallo Winery, located at 600 Yosemite Blvd., Modesto, CA 95354 ("Buyer").

**RECITALS**

**WHEREAS**, Seller is the owner of, or otherwise holds rights in, the trademark WILDCARD for alcoholic beverages; beer and ale, which mark is registered with the United States Patent and Trademark Office ("USPTO") for "beer and ale" in Class 32 (Registration No. 4350582) (said mark, all of Seller's registrations and applications, and all goodwill pertaining thereto being hereinafter collectively called the "Mark"); and

**WHEREAS**, Buyer desires to acquire all of Seller's right, title, and interest in and to the Mark, including all statutory and common law rights therein and all registrations and applications therefor, and all goodwill associated therewith; and

**WHEREAS**, Seller desires to assign all of Seller's right, title, interest, and goodwill in and to the Mark, including all statutory and common law rights therein and all registrations and applications therefor, and all goodwill associated therewith, to Buyer.

**NOW, THEREFORE**, for and in consideration of the mutual representations, terms, and conditions contained herein, and intending to be bound, Buyer and Seller agree as follows:

**1. PURCHASE OF THE MARK**

- A. Buyer shall make a one-time payment in the amount of Thirty Thousand U.S. dollars (\$30,000.00 USD) to Seller in consideration for Seller's assignment of all right, title, and interest in and to the Assigned Mark and Rights (as defined below). Buyer's one-time payment shall be made within thirty (30) days after execution of this Agreement by Seller and by Jeffrey Hansen, including a signed Assignment in the form attached as Exhibit A hereto, and delivery of the same to Buyer with written proof of the release of the Bank Lien (as defined below) in favor of Cornerstone Community Bank satisfactory to Buyer.
- B. Seller agrees to, and hereby does, assign, transfer, convey and deliver to Buyer, free and clear of that certain security interest granted by Seller and Wildcard Brewing Company, Inc. in favor of

Cornerstone Community Bank, which is the subject of the UCC-1 financing statement filed with the Secretary of State for the State of California on June 11, 2013 (Filing No. 13-7364845819) ("Bank Lien") and all other liens and encumbrances, all right, title, and interest in and to the Mark, including all statutory and common law rights in and to the Mark; the U.S. Federal registration of the Mark, namely Reg. No. 4350582, and any and all other registrations of and assignable applications for the Mark in the U.S. and any other jurisdictions owned by Seller or any business owned or controlled by Seller (solely or jointly with others, including her husband, Jeffrey Hansen); all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark, and all rights to secure and recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark, together with all goodwill of the business connected with the use of, and symbolized by, the Mark (collectively, the "Assigned Mark and Rights"). Seller agrees to execute such other documents necessary to effect Buyer's acquisition of the Assigned Mark and Rights, including any registrations and applications therefor, including but not limited to an assignment of trademark registration for filing with the U.S. Patent & Trademark Office concerning U.S. trademark registration No. 4350582, in the form attached hereto as **Exhibit A**.

- C. To the extent that Jeffrey Hansen holds any rights in and to any of the Assigned Mark and Rights, Jeffrey Hansen hereby agrees to, and hereby does, assign, transfer, convey and deliver to Buyer, free and clear of all liens, including the Bank Lien, all of his right, title and interest in and to the Assigned Mark and Rights.
- D. Seller and Jeffrey Hansen shall have an ongoing duty to cooperate with Buyer in the assignment, enforcement and protection of the Assigned Mark and Rights, including but not limited to the continuing obligation to execute assignment documents, consents and other documents and to attend legal proceedings relating to such enforcement and/or protection, at Buyer's reasonable request and expense. Seller and Jeffrey Hansen will not at any time use, seek registration of or register another trademark, service mark or trade name (or any company name, domain name or social media identifier that incorporates a term) that is confusingly similar or identical to the Mark. Seller and Jeffrey Hansen will not disparage, defame, or otherwise damage or portray Buyer, the Mark or Buyer's use of the Mark in a negative light in any manner.

- E. Seller and Jeffrey Hansen will permanently cease all use of the Mark on or before the Effective Date. Seller and Jeffrey Hansen will ensure that any materials bearing the Mark are used up or destroyed on or before the Effective Date.
- F. Seller and Jeffrey Hansen hereby authorize Buyer to record this Agreement (or a redacted version thereof) or a short form confirmatory assignment with the United States Patent and Trademark Office.

**2. REPRESENTATIONS AND WARRANTIES**

- A. Seller represents and warrants that it is the lawful owner of all right, title, and interest in and to the Assigned Mark and Rights; that no third party has any right, title or interest in or to the Mark or any of the Assigned Marks and Rights; that Seller's rights in and to the Assigned Mark and Rights are free and clear of any third party's claim of ownership, royalty, infringement, license, permission to use, encumbrance, lien or other claim or threat and are freely assignable; and that neither Seller's use of the Mark, nor Buyer's intended use of the Mark, violates the trademark or other intellectual property rights of any third party or any other trademark or intellectual property rights of Seller.
- B. Seller and Jeffrey Hansen each hereby represents and warrants that there is no outstanding, pending or threatened claim, action or proceeding that (a) challenges the validity, enforceability, ownership, right to use, registration, right to register, scope, or effectiveness of the Mark or Seller's rights with respect to the Assigned Mark and Rights, or (b) asserts that the Mark or Seller's use of the Mark infringes upon, misappropriates, violates or conflicts in any way with the rights of any person or entity.
- C. Seller and Jeffrey Hansen each hereby represents and warrants that (a) there are no coexistence, settlement, license, sublicense, security interest or other agreements applicable or related to any of the Assigned Mark and Rights or that could impair, restrict or otherwise affect any of the Assigned Mark and Rights or any rights, title or interest therein, (b) neither of them has granted any license, sublicense, interest, right or option to any other person or entity with respect to any of the Assigned Mark and Rights, and (c) neither of them is required to pay any royalty fee, license fee or similar compensation to any person or entity with respect to or relating in any way to the Assigned Mark and Rights.
- D. Seller represents and warrants that she has always exercised control on an ongoing basis over the quality of any products sold or offered for sale under the Mark, and that she has used her best efforts to maintain a favorable quality level for such products, from the commencement of

Seller's sale or offering for sale of such products through the Effective Date.

- E. Seller hereby represents and warrants that she has taken reasonable and appropriate steps to register, protect, maintain and safeguard the Mark in the U.S. and that the U.S. registration for the Mark is valid and in good standing, not subject to any abandonment or cancellation claim.
- F. Seller and Jeffrey Hansen each hereby represents and warrants that neither of them has ever done anything to diminish the goodwill or to tarnish the image of the Mark, nor anything that may detract from or impair the integrity, character or reputation of the Mark.

3. **BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, Buyer, Seller, and Jeffrey Hansen and on each of their respective affiliated and controlled companies, officers, directors, employees, representatives, heirs, beneficiaries, predecessors, successors, and assigns.

4. **INDEMNIFICATION AND HOLD HARMLESS**

Seller and Jeffrey Hansen shall indemnify and hold harmless Buyer against any and all claims or actions by any third party(ies) arising from the breach or inaccuracy of any representation or warranty made herein by Seller or Jeffrey Hansen. In the event of such claim or action, Buyer shall have the right to be defended by legal counsel of its choice, and Seller and Jeffrey Hansen will be jointly and severally responsible for the payment of all reasonable associated costs and attorneys' fees.

5. **CONFIDENTIALITY**

The parties agree that all terms and provisions of this Agreement, including without limitation the amount of consideration paid by Buyer to Seller under this Agreement, shall be confidential and shall not be disclosed to any person other than the parties' respective accountants and attorneys, who also shall be bound not to disclose such terms and provisions, except pursuant to court order.

6. **NOTICES**

All notices and other communications under or pertaining to this Agreement shall be in writing and shall be considered given when delivered personally or by registered or certified mail, return receipt requested, or by reputable courier, to the addresses set forth above (or at such other address as a party may subsequently specify by notice to the other parties).

7. **NO WAIVER; MODIFICATION**

No waiver by a party of a breach or default shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. The terms of this Agreement shall not be modified except by an agreement in writing signed by the parties.

8. **ENTIRE AGREEMENT; SEVERABILITY**

This Agreement shall constitute the entire understanding of the parties with respect to the subject matter, superseding all prior and contemporaneous promises, agreements, and understandings, whether written or oral, pertaining thereto. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such provision shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way any of the other provisions of this Agreement in any other jurisdiction and this Agreement shall be construed in a manner consistent with its intent.

9. **NO CHALLENGE**

Seller and Jeffrey Hansen each agrees not to challenge the validity, enforceability, use, right to use, registration, right to register, ownership, scope, or effectiveness of Buyer's rights in and to any of the Assigned Mark and Rights at any time, directly or through any third party. The parties each agree that each has had the opportunity to have this Agreement reviewed by counsel, that this Agreement represents their mutual understanding, and that each is entering into it as a matter of free will. Accordingly, the parties each waive their rights to challenge the validity or binding effect of this Agreement.

10. **COUNTERPARTS**

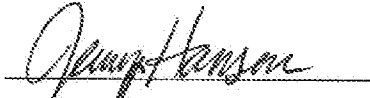
This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by the other party hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written:

**SELLER:**

**BUYER:**

Jennifer R. Hansen



Date: 7/22/21

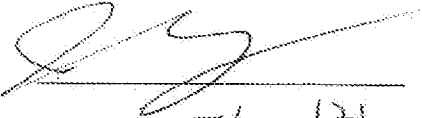
By: Walter Britton West II

Name: Walter Britton West II

Title: VP/GM Spirits

Date: Date08/15/21

Jeffrey Hansen



Date: 7/22/21



EXHIBIT A  
FORM OF ASSIGNMENT

## ASSIGNMENT

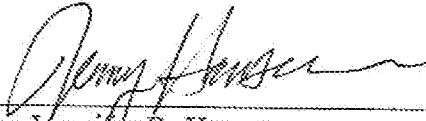
WHEREAS, Jennifer R. Hansen (DBA Wildcard Brewing Company), with an address at 3271 Inverness Street, Redding, CA 96002 ("Seller") is the owner of all right, title and interest in and to Registration No. 4350582 for the mark WILDCARD covering "beer and ale" in Class 32 ("Mark"), together with all goodwill of the business associated with the use of the Mark; and

WHEREAS, E. & J. Gallo Winery, located at 600 Yosemite Blvd., Modesto, CA 95354 ("Buyer") is desirous of acquiring from Seller, and Seller is desirous of assigning, transferring, conveying and delivering to Buyer, all of Seller's right, title and interest in and to the Mark, including Registration No. 4350582, together with all goodwill of the business associated with the use of the Mark.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties hereto hereby agree as follows:

Seller hereby irrevocably assigns, transfers and conveys to Buyer all right, title and interest in and to the Mark, including Registration No. 4350582, together with all goodwill of the business associated with the use of the Mark, and Buyer hereby accepts such assignment, transfer and conveyance.

SELLER:

By:   
Name: Jennifer R. Hansen  
Date: 7/22/21

BUYER:

By:   
Name: Walter Britton West II  
Title: VP/GM Spirits  
Date: 08/15/21