# OP \$40.00 5945881

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM678494

Stylesheet Version v1.2

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Treasury Wine Estates Americas Company		09/30/2021	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Bronco Wine Company	
Street Address:	6342 Bystrum Road	
City:	Ceres	
State/Country:	CALIFORNIA	
Postal Code:	95307	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	5945881	55 CARTAS 55	

### 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:** 312-224-1542

Email: mcadrot@wilcoxip.com

Correspondent Name: Mary A. Cadrot

Address Line 1: 20 North Wacker Drive

Address Line 2: Suite 1000

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Mary A. Cadrot
SIGNATURE:	/Mary A. Cadrot/
DATE SIGNED:	10/01/2021

**Total Attachments: 2** 

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# IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (the "Assignment Agreement") is entered into as of September 30, 2021 ("Assignment Date") by and among Treasury Wine Estates Americas Company, a Delaware corporation ("Assignor") and Bronco Wine Company, a California corporation ("Assignee").

### RECITALS

Assignor and Assignee entered into an Inventory and Brand Sale Agreement on September 30, 2021 ("Sale Agreement"). As of the Assignment Date, which is the Closing Date pursuant to the Sale Agreement, Assignor wishes to assign all right, title and interest (including goodwill) in and to the Intellectual Property (as defined in the Sale Agreement) to Assignee, and Assignee wishes to assume the Intellectual Property from Assignor. All capitalized terms used in this Assignment Agreement but not defined have the meanings given to them in the Sale Agreement.

The Intellectual Property includes the 55 CARTAS name and trademark (the "Trademark"), and the following associated registrations:

Jurisdiction Mark Reg. No.
United States (Federal)

5945881

### AGREEMENT

Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment.</u> As of the Assignment Date, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Intellectual Property including the Trademark in the Territory, which is the United States of America, together with the goodwill of the business symbolized by the Trademark and including the right to sue and recover for past infringement.
- 2. Trademark Assignment. As soon as practicable after the execution of this Assignment Agreement, Assignee shall file this Assignment Agreement with the United States Patent and Trademark Office ("USPTO") in order to effect the assignment of the Trademark. The parties shall take all other actions necessary or appropriate to effectuate the assignment of the Intellectual Property including the Trademark.
- 3. <u>Miscellaneous</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

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Treasury Wims Estates Americas Company

Name: Ben Dollard

Title: President, Americas

ASSIGNEE:

Bronco Wing Company

Name:

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**RECORDED: 10/01/2021** 

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