

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ste. Michelle Wine Estates LLC		10/01/2021	Limited Liability Company: WASHINGTON
Stag's Leap Wine Cellars, LLC		10/01/2021	Limited Liability Company: DELAWARE
Col Solare LLP		10/01/2021	Limited Liability Partnership: WASHINGTON
RECEIVING PARTY DATA			
Name:	PremiumCo LLC		
Street Address:	14111 NE 145th Street		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4421075	COL SOLARE	
Registration Number:	4321451		
Registration Number:	3644321	SHINING HILL	
Registration Number:	4997894	HANDS OF TIME	
Registration Number:	6241106	BENACCETTO	
Registration Number:	5306712	CANON 13	
Registration Number:	4814518	MOTTO	
Registration Number:	5008247	MOTTO	
Registration Number:	5454352	MOTTO ESSENCE	
Registration Number:	2712297	NORTHSTAR	
Registration Number:	4921841	NORTHSTAR	
Registration Number:	1496980	VILLA MT. EDEN	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24422-139
NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/
DATE SIGNED:	10/19/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is entered into and effective as of October 1, 2021 (the “Effective Date”) by and among Ste. Michelle Wine Estates LLC, a Washington limited liability company (“SMWE”), Stag’s Leap Wine Cellars, LLC, a Delaware limited liability company (“Stag’s Leap”), and Col Solare LLP, a Washington limited liability partnership (“Col Solare”) (together with their respective Subsidiaries), the “Assignors” each individually, an “Assignor”, on the one hand, and PremiumCo LLC, a Delaware limited liability company (the “Assignee”), on the other hand.

WHEREAS, each Assignor owns certain Intellectual Property; and

WHEREAS, in connection with the separation and internal restructuring of the business of each Assignor’s and Assignee’s Affiliates, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from each Assignor all of such Assignor’s worldwide right, title and interest in and to the Intellectual Property set forth on Schedule A, including all goodwill associated with or symbolized thereby, and the goodwill of any business carried on in connection therewith, together with all rights of priority and renewals thereof (collectively, the “Assigned IP”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment by each Assignor. Each Assignor, on behalf of itself and its hereby Subsidiaries, sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby purchases, acquires, takes possession and delivery of and accepts, the following: (a) all of such Assignor’s worldwide right, title and interest in and to the Assigned IP, and (b) any corresponding rights to file federal, state and foreign applications for registration to secure Assignee’s rights in any of the Assigned IP.

2. Assignee’s Use and Enjoyment. The rights, titles and interests sold, conveyed, transferred, assigned, or delivered under any of Section 1 of this Assignment shall be for Assignee’s own use and enjoyment, respectively, and for the use and enjoyment of each of Assignee’s Affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made.

3. Further Assurances; Authorization; Delivery. Each Assignor shall promptly deliver the Assigned IP to Assignee. Each Assignor shall from time to time after the delivery of this Assignment, at the request and expense of Assignee, and without further consideration, (i) take all further legal actions, (ii) provide to Assignee and Assignee’s Affiliates, successors, assigns or other legal representatives all such cooperation and assistance that the Assignee reasonably may deem appropriate, and (iii) execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, in each case of clauses (i) through (iii) as reasonably necessary to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery of the Assigned IP, including assisting with the prosecution, protection and enforcement thereof. Each Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, the Register of Copyrights, and other empowered officials of the United States Patent and Trademark Office, United States Copyright Office, and the officials of corresponding entities or agencies in any applicable foreign country to record the

applicable Assignee as the owner of any patents, patent applications, trademark registrations or applications, and copyright registrations included in the Assigned IP.

4. Definitions.

(a) “Affiliate” of any Person shall mean any Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) “Intellectual Property” shall mean any of the following: (a) patents and patent applications, (b) registered and unregistered trademarks and service marks, including pending registrations and applications thereof, and all goodwill arising from the foregoing, (c) registered and unregistered copyrights, including applications and registrations thereof, (d) Internet domain names, and (e) trade secrets.

(c) “Person” shall mean and include an individual, a partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, a group and a governmental entity.

5. Power of Attorney. Each Assignor hereby appoints Assignee, and each of their successors and assigns as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Assigned IP and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing, such power a right coupled with an interest that cannot be revoked.

6. Miscellaneous. This Assignment is executed by Assignor and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes. Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNORS

STE. MICHELLE WINE ESTATES LLC

By 

Name: Daniel Werth

Title: Chief Financial Officer and Treasurer

STAG'S LEAP WINE CELLARS, LLC

By: Michelle-Antinori, LLC

Its: Sole Member

By: Ste. Michelle Wine Estates LLC

Its: Managing Member

By 

Name: Daniel Werth

Title: Chief Financial Officer and Treasurer

COL SOLARE, LLP

By: Ste. Michelle Wine Estates LLC

A General Partner

By 

Name: Daniel Werth

Title: Chief Financial Officer and Treasurer

ASSIGNEE

PREMIUMCO LLC

By _____

Name: Adam Weinberger

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNORS

STE. MICHELLE WINE ESTATES LLC

By _____
Name: Daniel Werth
Title: Chief Financial Officer and Treasurer

STAG'S LEAP WINE CELLARS, LLC

By: Michelle-Antinori, LLC
Its: Sole Member

By: Ste. Michelle Wine Estates LLC
Its: Managing Member

By _____
Name: Daniel Werth
Title: Chief Financial Officer and Treasurer

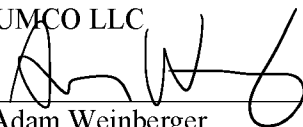
COL SOLARE, LLP

By: Ste. Michelle Wine Estates LLC
A General Partner

By _____
Name: Daniel Werth
Title: Chief Financial Officer and Treasurer

ASSIGNEE

PREMIUMCO LLC

By  _____
Name: Adam Weinberger
Title: President

Schedule A


Assigned IP

Trade marks

All right, title, and interest in and to the trademarks set forth below (whether or not registered), including the registrations and applications below.

1. Antinori
2. Conn Creek Winery
3. North Star
4. Benachetto
5. Motto
6. Spring Valley Vineyard
7. Col Solare
8. Hands of Time
9. Tenet (Imported)
10. Canon
11. Villa Mt. Eden
12. Antica Napa Valley
13. Santa Christina
14. Tormaresca
15. Benachetto

16. Champagne Nicolas Feuillatte
17. Esk Valley
18. Haras de Pirque
19. Jean Leon - Spain
20. La Braccasca
21. Mamma Mia
22. Palmes d'Or Champagne
23. Prunotto
24. Torres - Chile
25. Torres - Spain - Wine
26. Villa Maria
27. Montenisa
28. Two Vines
29. COL de Salici
30. Sangre De Toro
31. Shining Hill

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Current Owner
COL SOLARE	U.S. Federal	85847615	4421075	12-Feb-2013	22-Oct-2013	Registered	Col Solare LLP
Design Only 	U.S. Federal	85226230	4321451	26-Jan-2011	16-Apr-2013	Registered	Col Solare LLP

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Current Owner
SHINING HILL	U.S. Federal	77319418	3644321	01-Nov-2007	23-Jan-2009	Renewed (Registered)	Col Solare LLP
HANDS OF TIME	U.S. Federal	86830335	4997894	24-Nov-2015	12-Jul-2016	Registered	Stag's Leap Wine Cellars, LLC
BENACETTO	U.S. Federal	88680893	6241106	05-Nov-2019	05-Jan-2021	Registered	Se. Michelle Wine Estates LLC
CANON 13	U.S. Federal	87433126	5306712	02-May-2017	10-Oct-2017	Registered	Se. Michelle Wine Estates LLC
MOTTO	U.S. Federal	86380837	4814518	29-Aug-2014	15-Sep-2015	Registered	Se. Michelle Wine Estates LLC
MOTTO	U.S. Federal	86933599	5008247	09-Mar-2016	26-Jul-2016	Registered	Se. Michelle Wine Estates LLC
MOTTO ESSENCE	U.S. Federal	87176821	5454352	20-Sep-2016	24-Apr-2018	Registered	Se. Michelle Wine Estates LLC
NORTSTAR	U.S. Federal	75023875	2712297	27-Nov-1995	06-May-2003	Renewed (Registered)	Se. Michelle Wine Estates LLC
NORTSTAR	U.S. Federal	86594937	4921841	13-Apr-2015	22-Mar-2016	Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	U.S. Federal	73618284	1496980	05-Sep-1986	19-Jul-1988	Renewed (Registered)	Se. Michelle Wine Estates LLC
COL SOLARE	EU trade marks	1241900	1241900	15-Jul-1999	04-Jul-2000	Registered	Col Solare LLP
COL SOLARE	Japan	H11-073539	4398442	16-Aug-1999	07-Jul-2000	Registered	Col Solare LLP
COL SOLARE	Mexico	1679232	1616333	11-Nov-2015	22-Feb-2016	Registered	Col Solare LLP
COL SOLARE	Norway	199909784	201020	23-Sep-1999	06-Jan-2000	Registered	Col Solare LLP
COL SOLARE	Switzerland	8605/1999	P-470479	24-Sep-1999	15-Mar-2000	Registered	Col Solare LLP
COL SOLARE	United Kingdom	UK00901241900	UK00901241900	15-Jul-1999	04-Jul-2000	Registered	Col Solare LLP
VILLAMT. EDEN	India	588812	262511	19-Jan-1993	30-May-2003	Registered	Se. Michelle Wine Estates LLC
MOTTO	Argentina	3599982	2957874	02-May-2017	07-Nov-2018	Registered	Se. Michelle Wine Estates LLC
NORTSTAR	Australia	832891	832891	26-Apr-2000	26-Apr-2000	Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	Benelux	860229	R.582445	28-Nov-1995	28-Nov-1995	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	Brazil	816633690	816633690	24-Feb-1992	31-Aug-1993	Registered	Se. Michelle Wine Estates LLC
MOTTO	Brazil	909039410	909039410	26-Feb-2015	11-Jul-2017	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	Canada	594676	TMA34749	03-Nov-1987	04-Nov-1988	Registered	Se. Michelle Wine Estates LLC
MOTTO	Canada	1716660	TMA98202	24-Feb-2015	03-Oct-2017	Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	Canada	594716	TMA37945	03-Nov-1987	08-Feb-1991	Registered	Se. Michelle Wine Estates LLC
COL SOLARE	China	1506472	1506472	27-Aug-1999	14-Jan-2001	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	China	819013	819013	30-Jun-1994	28-Feb-1996	Registered	Se. Michelle Wine Estates LLC
NORTSTAR	China	1506471	1506471	27-Aug-1999	14-Jan-2001	Registered	Se. Michelle Wine Estates LLC
ERATH	Colombia	15219575	560971	18-Aug-2015	23-Feb-2017	Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	Denmark	VA 0091561995	VR 000601	29-Nov-1995	26-Jan-1996	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	EU trade marks	1241892	1241892	15-Jul-1999	16-May-2001	Registered	Se. Michelle Wine Estates LLC
NORTSTAR	EU trade marks	6509971	6509971	12-Dec-2007	13-Nov-2008	Registered	Se. Michelle Wine Estates LLC
COLUMBIA CREST	France	INP1310495	N.1695704	27-Sep-1991		Registered	Se. Michelle Wine Estates LLC
CONN CREEK	France	INP1310494	N.1695703	27-Sep-1991		Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	France	INP1310499	N.1695708	27-Sep-1991		Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	Germany	ST.19647	2091890	22-Jun-1994	13-Feb-1995	Registered	Se. Michelle Wine Estates LLC

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Current Owner
MOTTO	Hong Kong	303307239	303307239	16-Feb-2015	16-Feb-2015	Registered	Se. Michelle Wine Estates LLC
VILLAMT. EDEN	India	588812		19-Jan-1993		Registered	Se. Michelle Wine Estates LLC
MOTTO	International Register		1351135		02-May-2017	Registered	Se. Michelle Wine Estates LLC
MOTTO	International Register		1240335		27-Feb-2015	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	Japan	H11-073541	4398443	16-Aug-1999	07-Jul-2000	Registered	Se. Michelle Wine Estates LLC
MOTTO	Japan	2015-121314	5866115	10-Dec-2015	15-Jul-2016	Registered	Se. Michelle Wine Estates LLC
SPRING VALLEY VINEYARD	Japan	2013-046226	5622326	17-Jan-2013	11-Oct-2013	Registered	Se. Michelle Wine Estates LLC
VILLA MT. EDEN	Japan	H07-132794	4059662	21-Dec-1995	19-Sep-1997	Registered	Se. Michelle Wine Estates LLC
SPRING VALLEY VINEYARD	Macao	N/64563		05-Apr-2012	15-Jan-2013	Registered	Se. Michelle Wine Estates LLC
TWO VINES	Peru	620144-2015	P00232131	28-May-2015	26-Nov-2015	Registered	Se. Michelle Wine Estates LLC
NORTHSTAR	Switzerland	8606/1999	P-470480	24-Sep-1999	15-Mar-2000	Registered	Se. Michelle Wine Estates LLC
VILLA MT EDEN	Switzerland	131337/1995	2P-435343	29-Nov-1995	21-Jan-1997	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	Taiwan	080022003	00537942	21-May-1991	16-Oct-1991	Registered	Se. Michelle Wine Estates LLC
SPRING VALLEY VINEYARD	Taiwan	101018038	01554825	05-Apr-2012	16-Dec-2012	Registered	Se. Michelle Wine Estates LLC
VILLA MT EDEN	Taiwan	080023044	00537948	25-May-1991	16-Oct-1991	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	United Kingdom	B1332650	B1332650	21-Jan-1988	14-Apr-1989	Registered	Se. Michelle Wine Estates LLC
CONN CREEK	United Kingdom	UK00901241892	UK00901241892	15-Jul-1999	16-May-2001	Registered	Se. Michelle Wine Estates LLC
MOTTO	United Kingdom	UK00801240335	UK00801240335	27-Feb-2015	28-Jan-2016	Registered	Se. Michelle Wine Estates LLC
NORTHSTAR	United Kingdom	UK00906509971	UK00906509971	12-Dec-2007	13-Nov-2008	Registered	Se. Michelle Wine Estates LLC
VILLA MT. EDEN	United Kingdom	1332648	1332648	21-Jan-1988	08-Nov-1991	Registered	Se. Michelle Wine Estates LLC

Domain Names

Domain	Expiration Date
antlcavineyards.com	1/24/2022
antlcawinery.com	1/24/2022
antlcawines.com	1/24/2022
antlcawinest.com	8/6/2021
annon13.wine	1/27/2022
annon13wine.com	1/25/2022
annon13wines.com	1/25/2022
annon13.com	4/29/2022
annon13wine	1/27/2022
annon13wine.com	1/25/2022
annon13wines.com	1/25/2022

Domain	Expiration Date
cololare.com	5/8/2022
col-solare.com	8/15/2021
cololare.vin	1/28/2022
cololare.wine	1/28/2022
cololare.xxx	12/1/2021
cololarevineyards.com	5/8/2022
cololarewinery.com	5/9/2022
conncreek.com	7/27/2021
conn-creek.com	8/21/2021
conn-creek.net	9/16/2021
conncreek.vin	1/27/2022
conncreek.wine	1/28/2022
conncreek.xxx	12/1/2021
conncreekwine.com	5/2/2022
conncreekwinery.com	7/27/2021
mamamia.vin	2/3/2022
mamamia.wine	2/3/2022
mammamia.vin	2/3/2022
mamamia.wine	2/3/2022
mammamawine.com	2/3/2022
mammamawines.com	2/3/2022
mottovine.com	9/19/2021
mottowines.com	9/19/2021
northstar.vin	1/28/2022
northstar.wine	1/27/2022
northstarcellar.com	4/19/2022
northstarcellars.com	4/19/2022
northstarmetel.com	4/19/2022
northstar-metel.com	2/5/2022
northstarmetel.net	4/25/2022
northstarvineyard.com	6/24/2022
northstarwine.com	4/19/2022
northstarwinery.com	6/24/2022
northstar-winery.com	12/17/2021
northstarwines.com	6/24/2022
northstarwines.net	4/19/2022
northstarwinery.com	4/19/2022
springvalleyvineyard.com	11/24/2021
springvalleyvineyard.vin	1/28/2022
springvalleyvineyard.wine	1/27/2022
springvalleyvineyards.com	11/7/2021
springvalley.wine.com	11/24/2021
villamaria.us	9/8/2021
villamteden.com	2/9/2022
villa-mteden.com	1/17/2022
villa-mt-edden.com	12/5/2021
villamteden.net	11/17/2021

Domain	Expiration Date
villanteden.xxx	12/1/2021
villa-nt-edn.xxx	12/1/2021
villantedenwine.com	12/5/2021
villantedenwinery.com	5/8/2022
villantedenwines.com	5/8/2022