

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popcorn Design LLC		12/08/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Prestige Worldwide Wine Company LLC		
Street Address:	181 Yulupa Circle		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95405		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88634659	NO WAY	
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>			
Phone:	7075264200		
Email:	jdawson@cmprlaw.com		
Correspondent Name:	John B. Dawson		
Address Line 1:	100 B Street, Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
NAME OF SUBMITTER:	John B. Dawson		
SIGNATURE:	/John B. Dawson/		
DATE SIGNED:	12/14/2021		
Total Attachments: 2			
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OP \$40.00 88634659

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and effective as of December 8, 2021, by Popcorn Design LLC, a California limited liability company ("Assignor"), and Prestige Worldwide Wine Company LLC, a California limited liability company ("Assignee") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the name and trademark NO WAY for wine, as well as the U.S. Patent and Trademark Office ("USPTO") federal trademark application for the trademark NO WAY in International Class 33 for "alcoholic beverages except beers; wines" (U.S. Serial No. 88-634,659), together with the goodwill of the business associated with such trademark (collectively, the "Trademark") and is the sole and exclusive owner of the business goodwill related to the Trademark and symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of its rights, title, and interest in the Trademark and all business goodwill related therewith.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee, as of the Effective Date, all of Assignor's rights, title, and interest in and to the Trademarks as part of the entire business or portion thereof to which the Trademarks pertain as required by Section 10 of the Trademark Act (15 U.S.C. § 1060), together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks, and including without limitation, the above-referenced applications, registrations, and all such rights with respect to the Trademarks, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable laws, international treaties, conventions and otherwise throughout the world, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

3. The Parties hereby agree to do the following: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals set forth above are expressly incorporated herein and made a part hereof.

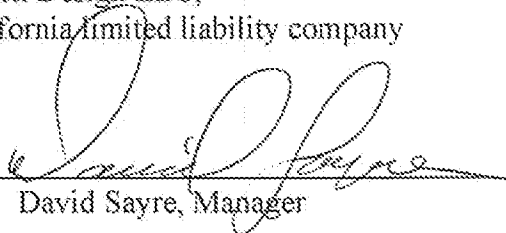
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

ASSIGNOR:

Popcorn Design LLC,
a California limited liability company


By: _____


David Sayre, Manager

ASSIGNEE:

Prestige Worldwide Wine Company LLC,
a California limited liability company

By: _____


Thomas Hinde, Managing Member