

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Constellation Brands U.S. Operations, Inc.		03/11/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CBZ LLC		
Street Address:	207 High Point Drive		
Internal Address:	Building 100		
City:	Victor		
State/Country:	NEW YORK		
Postal Code:	14564		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2745125	CHEROKEE STATION	
Registration Number:	4677207	CRÈME SOLAIRE	
Registration Number:	5547339	GO GLASS	
Registration Number:	4864315	HARVEST SPICED RED BLEND	
Registration Number:	4450959	MAKING MOMENTS WORTH SHARING FOR OVER 30	
Registration Number:	2247382	PORTACINCO	
Registration Number:	5138174	THANKS GIVING BACK	
Serial Number:	88769138	A LEGENDARY WINE FOR A LEGENDARY GAME	
Serial Number:	88775110	A LEGENDARY WINE FOR A LEGENDARY TEAM	
Serial Number:	90619321	MORE OF THE RICH, CREAMY FLAVOR YOU LOVE	
Serial Number:	90833138	OPEN UP A WINNER	
Serial Number:	90750259	THE WINE THAT GOES WITH WHAT YOU DECIDE	
Serial Number:	97108230	WOODBIDGE SESSIONS	
Serial Number:	97213318	W	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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

Phone: 212-28-3361
Email: cbidocket@seyfarth.com
Correspondent Name: Edward F. Maluf
Address Line 1: 620 Eighth Ave.
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	105820-000006
NAME OF SUBMITTER:	John C. Heinbockel
SIGNATURE:	/John C. Heinbockel/
DATE SIGNED:	05/04/2022

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as March 11, 2022, is made by Constellation Brands U.S. Operations, Inc. (“**Assignor**”), a New York corporation with offices at 235 North Bloomfield Road, Canandaigua, New York 14424, in favor of CBZ LLC (“**Assignee**”), a Delaware limited liability company with offices at 207 High Point Drive, Building 100, Victor, New York 14564, the transferee of certain assets of Assignor pursuant to the Trademark Sale and Assignment Agreement between Assignee and Assignor dated as of February 25, 2022 (the “**IP Assignment**”).

WHEREAS, under the terms of the IP Assignment, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

a) the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the IP Agreement as well as a certain Contribution Agreement of February 25, 2022 (the “**Contribution Agreement**”), the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the IP Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Assignment and the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the IP Assignment or the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency, the terms of the IP Assignment shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Signatures on following page

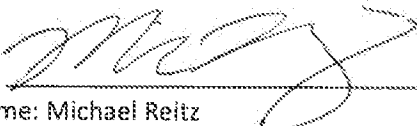
IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Constellation Brands U.S. Operations, Inc.

By: 
Name: Michael Reitz
Title: Vice President and Assistant Treasurer

AGREED TO AND ACCEPTED:

CBZ LLC

By: 
Name: Michael Reitz
Title: Vice President and Assistant Treasurer

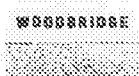
SCHEDULE A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS


Trademark Registrations

Trademark	Jurisdiction	Registration No.	Registration Date
A LEGENDARY WINE FOR A LEGENDARY GAME	Int'l Registration - Madrid Agreement / Protocol	1528360	02-Apr-2020
A LEGENDARY WINE FOR A LEGENDARY GAME	Japan	1528360	02-Apr-2020
A LEGENDARY WINE FOR A LEGENDARY GAME	Korea, Republic of	1528360	02-Apr-2020
A LEGENDARY WINE FOR A LEGENDARY GAME	Hong Kong	305239422	03-Apr-2020
BORN FROM A LEGEND. ENJOYED BY ALL.	Philippines	1493627	17-Feb-2020
BORN FROM A LEGEND. ENJOYED BY ALL.	Canada	1493627	09-Sep-2019
BORN FROM A LEGEND. ENJOYED BY ALL.	European Union (Community)	1493627	09-Sep-2019
BORN FROM A LEGEND. ENJOYED BY ALL.	United Kingdom	UK0081493627	09-Sep-2019
BORN FROM A LEGEND. ENJOYED BY ALL.	Int'l Registration - Madrid Agreement / Protocol	1493627	09-Sep-2019
BORN FROM A LEGEND. ENJOYED BY ALL.	Japan	1493627	09-Sep-2019
BORN FROM A LEGEND. ENJOYED BY ALL.	Mexico	1493627	09-Sep-2019
BORN FROM A LEGEND. ENJOYED BY ALL.	Spain	1493627	09-Sep-2019
CHEROKEE STATION	United States of America	2745125	29-Jul-2003
CRÈME SOLAIRE	United States of America	4677207	27-Jan-2015
GO GLASS	United States of America	5547339	21-Aug-2018
HARVEST SPICED RED BLEND	United States of America	4864315	01-Dec-2015
MAKING MOMENTS WORTH SHARING FOR OVER 30 YEARS	United States of America	4450959	17-Dec-2013
MU QIAO - "WOODBIDGE"	China (People's Republic)	3984270	28-Jan-2006
PORTACINCO	United States of America	2247382	25-May-1999
THANKS GIVING BACK	United States of America	5138174	07-Feb-2017
WOODBIDGE	Antigua and Barbuda	851413	13-Jan-2005
WOODBIDGE	Belarus	851413	13-Jan-2005

WOODBIDGE	Iceland	851413	13-Jan-2005
WOODBIDGE	Int'l Registration - Madrid Agreement / Protocol	851413	13-Jan-2005
WOODBIDGE	Liechtenstein	851413	13-Jan-2005
WOODBIDGE	Monaco	851413	13-Jan-2005
WOODBIDGE	Montenegro	851413	13-Jan-2005
WOODBIDGE	Serbia	851413	13-Jan-2005
WOODBIDGE	Vietnam	4-0028347-000	05-Oct-1998
WOODBIDGE	Philippines	4-1997-121204	24-Aug-2003
WOODBIDGE	Andorra	30505	19-Nov-1998
WOODBIDGE	Australia	898917	08-Dec-2003
WOODBIDGE	Brazil	819917923	18-Jan-2000
WOODBIDGE	Canada	TMA573233	08-Jan-2003
WOODBIDGE	Chile	813484	19-Jan-1998
WOODBIDGE	China (People's Republic)	1191019	14-Jul-1998
WOODBIDGE	Colombia	348015	28-Feb-2008
WOODBIDGE	Costa Rica	210394	20-Jun-2011
WOODBIDGE	Cuba	1129063	01-Aug-2000
WOODBIDGE	Dominican Republic	101559	15-Jan-1999
WOODBIDGE	European Union (Community)	000537118	20-Jan-1999
WOODBIDGE	United Kingdom	UK009000537118	20-Jan-1999
WOODBIDGE	Guatemala	113447	09-Oct-2001
WOODBIDGE	Hong Kong	199803119	02-Apr-1998
WOODBIDGE	Hungary	157197	20-Jul-1999
WOODBIDGE	India	740941	24-Jul-2006
WOODBIDGE	Indonesia	IDM000088851	15-Sep-2006
WOODBIDGE	Japan	4913386	09-Dec-2005
WOODBIDGE	Korea, Republic of	4004036880000	08-Jun-1998
WOODBIDGE	Malaysia	97007349	04-Jun-1997
WOODBIDGE	Mexico	551569	25-Jun-1997
WOODBIDGE	New Zealand	276556	24-Nov-1997
WOODBIDGE	Norway	287840	08-Jul-2016
WOODBIDGE	Panama	97399	19-Nov-1998
WOODBIDGE	Peru	233296	15-Dec-2015
WOODBIDGE	South Africa	9818932	04-Feb-2002
WOODBIDGE	Switzerland	2P-446432	30-Oct-1997
WOODBIDGE	Thailand	Kor79666	19-Nov-1998
WOODBIDGE	Turkey	203039	04-Nov-1999
WOODBIDGE	Singapore	T9704506H	15-Apr-1997
WOODBIDGE (CHINESE CHARACTERS) 木桥	China (People's Republic)	3984271	28-Jan-2006

WOODBIDGE (KATAKANA CHARACTERS) ウッドブリッジ	Japan	4938691	24-Mar-2006
WOODBIDGE label 	Taiwan	00801654	16-Apr-1998

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Application Date
A LEGENDARY WINE FOR A LEGENDARY GAME	United States of America	Allowed	88769138	22-Jan-2020
A LEGENDARY WINE FOR A LEGENDARY GAME	Canada	n/a	1528360	02-Apr-2020
A LEGENDARY WINE FOR A LEGENDARY TEAM	United States of America	Allowed	88775110	21-Apr-2020
MORE OF THE RICH, CREAMY FLAVOR YOU LOVE	United States of America	Allowed	90619321	01-Apr-2021
OPEN UP A WINNER	United States of America	Pending	90833138	16-Jul-2021
OPEN UP A WINNER	Canada	n/a	2,160,125	13-Jan-2022
THE WINE THAT GOES WITH WHAT YOU DECIDE IT GOES WITH	United States of America	Allowed	90750259	02-Jun-2021
WINE YOUR WAY	Canada	n/a	2,103,809	30-Apr-2021
WOODBIDGE	Nigeria	n/a	F/TM/O/2013/9762	04-Oct-2013
WOODBIDGE SESSIONS	United States of America	Pending	97108230	04-Nov-2021
W design 	United States of America	Pending	97213318	11-Jan-22