

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749124

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity type of conveying party previously recorded on Reel 007018 Frame 0721. Assignor(s) hereby confirms the conveying party, Roth Wines, LLC, is a limited liability company (incorrectly listed as a corporation).		
<b>RESUBMIT DOCUMENT ID:</b>	900706200		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roth Wines, LLC		01/01/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lancaster Estate Vineyard & Winery, LLC		
<b>Street Address:</b>	200 Concourse Blvd.		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5073646	ROCKY ROOTS	
<b>Registration Number:</b>	5329662	R E	
<b>Registration Number:</b>	5516696	ROTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127682		
<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>Phone:</b>	3144447600		
<b>Email:</b>	jgreenberg@lewisrice.com		
<b>Correspondent Name:</b>	John E. Greenberg		
<b>Address Line 1:</b>	600 Washington		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	John B. Greenberg		
<b>SIGNATURE:</b>	/John B Greenberg/		
<b>DATE SIGNED:</b>	08/17/2022		

**Total Attachments: 10**

source=Original Cover Sheet and Enclosures#page1.tif

source=Original Cover Sheet and Enclosures#page2.tif

source=Original Cover Sheet and Enclosures#page3.tif

source=Original Cover Sheet and Enclosures#page4.tif

source=Original Cover Sheet and Enclosures#page5.tif

source=Original Cover Sheet and Enclosures#page6.tif

source=Original Cover Sheet and Enclosures#page7.tif

source=Original Cover Sheet and Enclosures#page8.tif

source=Notice#page1.tif

source=CoverSheet#page1.tif

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591263

<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>
Roth Wines, LLC		08/10/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lancaster Estate Vineyard & Winery, LLC		
<b>Street Address:</b>	200 Concourse Blvd.		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5073646	ROCKY ROOTS	
<b>Registration Number:</b>	5329662	R E	
<b>Registration Number:</b>	5516696	ROTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127682		
<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>Phone:</b>	(314) 444-7600		
<b>Email:</b>	jgreenberg@lewisrice.com		
<b>Correspondent Name:</b>	John B. Greenberg		
<b>Address Line 1:</b>	600 Washington Avenue		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	John B. Greenberg		
<b>SIGNATURE:</b>	/John B Greenberg/		
<b>DATE SIGNED:</b>	08/11/2020		
<b>Total Attachments: 6</b>			
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page1.tif			
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page2.tif			
source=Roth_Lancaster_Amended_and_Restated_IP_Assignment (executed)#page3.tif			

OP \$90.00 5073646

source=Roth\_Lancaster\_Amended\_and\_Restated\_IP\_Assignment (executed)#page4.tif  
source=Roth\_Lancaster\_Amended\_and\_Restated\_IP\_Assignment (executed)#page5.tif  
source=Roth\_Lancaster\_Amended\_and\_Restated\_IP\_Assignment (executed)#page6.tif

**AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT  
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of January 1, 2017 (“**Effective Date**”), is made by **Roth Wines, LLC**, a California limited liability company (“**Seller**”), in favor of **Lancaster Estate Vineyard & Winery, LLC**, a California limited liability company (“**Purchaser**”).

Recitals

A. Seller is the owner of certain intellectual property and related assets described on Exhibit A to this IP Assignment (as defined in Exhibit A, the “**IP**”).

B. Seller wishes to assign to Purchaser, and Purchaser wishes to purchase from Seller, all of Seller’s right, title and interest in and to the IP.

C. Seller and Purchaser entered into that certain prior Assignment Agreement dated as of January 1, 2017 transferring certain IP.

D. Seller and Purchaser desire to terminate the prior Assignment Agreement (“**Prior Assignment**”), and to enter into this IP Assignment, as of the Effective Date.

**ARTICLE I**

NOW THEREFORE, in consideration of Purchaser’s payment to Seller of \$1.00 and other good and valuable consideration, Seller and Purchaser agree as follows:

1. Assignment. Effective as of the Effective Date, Seller hereby conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the IP, together with the following: (1) all income, royalties, and damages hereafter due or payable to Seller with respect to the IP, including without limitation, damages, and payments for past or future infringements and misappropriations of the IP; and (2) all rights to sue for past, present and future infringement or misappropriation of the IP.

2. Indemnification. Seller agrees to indemnify, protect and defend Purchaser against and hold Purchaser harmless from any and all liabilities, claims, suits, losses, damages and expenses, including, without limitation, reasonable attorneys’ fees and defense costs, relating to, arising from or in connection with the IP based on actions, facts, or circumstances occurring or existing prior to the Effective Date. Purchaser agrees to indemnify, protect and defend Seller against and hold Seller harmless from any and all liabilities, claims, suits, losses, damages and expenses, including, without limitation, reasonable attorneys’ fees and defense costs, relating to, arising from or in connection with the IP based on actions, facts or circumstances occurring from and after the Effective Date.

3. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable country and/or jurisdictions to record and register this IP Assignment upon request by Purchaser. Upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including but not limited to the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the IP to Purchaser, or any assignee or successor thereto.

4. Prior Assignment. The Prior Assignment is hereby amended and restated in its entirety by this IP Assignment.

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

6. Governing Law. This IP Assignment shall be governed by, construed in accordance with, and interpreted under the laws of the State of California.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment effective as of the Effective Date.

**SELLER:**

Roth Wines, LLC,  
a California limited liability company

By: 

Name: William P. Foley II

Title: Chairman, Chief Executive Officer & President

**PURCHASER:**

Lancaster Estate Vineyard & Winery, LLC,  
a California limited liability company

By: 

Name: William P. Foley II

Title: Chairman, Chief Executive Officer & President

## EXHIBIT A

Seller conveys, transfers and assigns to Purchaser any and all of Seller's right, title and interest in and to the following intellectual property owned, held, used, leased or licensed by Seller ("IP"):

1. Any and all issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental-issued indicia of invention ownership;
2. All trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, the foregoing, including, but not limited to:

### Registered Marks:

Mark: ROCKY ROOTS  
Registration Number: 5073646  
Registration Date: November 1, 2016

Mark: R E & Design  
Registration Number: 5329662  
Registration Date: November 7, 2017

Mark: ROTH  
Registration Number: 5516696  
Registration Date: July 17, 2018

Mark: ROTH R V & Design  
Registration Number: 3219271  
Registration Date: March 20, 2007 (canceled)

Mark: ROTH CALIFORNIA R E & Design  
Registration Number: 3219269  
Registration Date: March 20, 2007 (canceled)

Mark: ROTH CALIFORNIA VODKA R V & Design  
Registration Number: 3218484  
Registration Date: March 13, 2007 (canceled)



Mark: THE SPIRIT OF CALIFORNIA  
Registration Number: 3216187  
Registration Date: March 6,2007 (canceled)

**Unregistered Marks:**

Roth Estate  
Roth Estates  
Roth Heritage

**Symbols:**

ROTH RE - The word “**ROTH**” in stylized font, with a shield with the design of a standing lion below the wording. The letters R E appear on the shield.

ROTH R V - The word “**ROTH**” in stylized font, with a shield with the design of a standing lion below the wording. The letters R V appear on the shield.

ROTH CALIFORNIA VODKA R V - The word “**ROTH California VODKA**” in stylized font, with a horizontal line and a shield with the design of a standing lion below the wording. The letters R V appear on the shield.

**Authorized Trade Names:**

Roth  
Roth Cellars Roth Co.  
Roth Company  
Roth Estate  
Roth Estates  
Roth Vineyard  
Roth Vineyards  
Roth Vineyards & Winery'  
Roth Wine  
Roth Wine Cellars  
Roth Wine Co.  
Roth Wine Company Roth Winery  
Roth Winery & Vineyards  
Roth Wines

3. All copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing including, but not limited to:

All material on wine labels whether presently used or retired labels including the

text, graphics, font, logos, and photographs, as well as the layout and arrangement thereof.

All advertisements and promotional materials, newsletters, and publications including the text, font, graphics, logos, photographs, audio/visual clips, and the layout and arrangement thereof.

All material on the lancaster-estate.com website including the text, font, graphics, logos, photographs, links, layout and arrangement thereof, and underlying software including the source code and object code.

All bottle designs and other designs.

All signage.

All computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof, including, without limitation, programs prepared for the exclusive use of Seller.

Works created for Seller by Lester Ng Design, Lisa Hobro Design, Rick Roes Design, and Ellen Riendeau Design, including label designs and designs for packaging, advertising, newsletters and point of sale materials.

4. All internet domain names and social media account or user names (including “handles”), all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, including, without limitation, the domain name “rothwinery.com”.

5. All trade secrets, know-how, inventions (whether or not patentable), ideas, discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, specifications, formulas, work product, work-in-process, government approvals, permits and authorizations (and applications for any of the forgoing), and other confidential and proprietary information and all rights therein, including, but not limited to, direct sales programs, wine club lists and data base and any and all other customer, membership and mailing lists.

6. Any and all other intellectual property, licenses and proprietary rights.



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

August 17, 2022

PTAS

JOHN E. GREENBERG  
600 WASHINGTON  
SAINT LOUIS, MO 63101



900706200

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There is a discrepancy with the execution date. The cover sheet has 08-10-2020 on cover sheet. The document has 01-1-2017 on the assignment document.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, September 16, 2022**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900706200**  
**Access Code: IDXEN7PAN9YTE5H**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAZENA MARTIN  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740441

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity type of conveying party previously recorded on Reel 007018 Frame 0721. Assignor(s) hereby confirms the conveying party, Roth Wines, LLC, is a limited liability company (incorrectly listed as a corporation).		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roth Wines, LLC		08/10/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lancaster Estate Vineyard & Winery, LLC		
<b>Street Address:</b>	200 Concourse Blvd.		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5073646	ROCKY ROOTS	
<b>Registration Number:</b>	5329662	R E	
<b>Registration Number:</b>	5516696	ROTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127682		
<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>Phone:</b>	3144447600		
<b>Email:</b>	jgreenberg@lewisrice.com		
<b>Correspondent Name:</b>	John E. Greenberg		
<b>Address Line 1:</b>	600 Washington		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	John B. Greenberg		
<b>SIGNATURE:</b>	/John B Greenberg/		
<b>DATE SIGNED:</b>	07/12/2022		
<b>Total Attachments: 8</b>			
source=Original Cover Sheet#page1.tif			

OP \$90.00 5073646