

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM756650

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
RECEIVING PARTY DATA			
Name:	ERATH 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: 7			
Property Type	Number	Word Mark	
Registration Number:	5550228	EARTH HEART ERATH	
Registration Number:	5672700	GRAPES FROM THE EARTH, WINES FROM THE HE	
Registration Number:	2510903	LA NUIT MAGIQUE	
Registration Number:	4822196	LE JOUR MAGIQUE	
Registration Number:	5105792	RESPLENDENT	
Registration Number:	4735389	WILLAKIA	
Registration Number:	3459009	WILLAKIA VINEYARD	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
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:	51822-3		
NAME OF SUBMITTER:	SUSAN ZABLOCKI		
SIGNATURE:	/susan zablocki/		

CH \$190.00 5550228

DATE SIGNED:	09/21/2022
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Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into and effective as of October 1, 2021 (the "Effective Date") by and between Ste. Michelle Wine Estates LLC, a Washington limited liability company (the "Assignor"), and Erath PremiumCo LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor owns certain Intellectual Property; and

WHEREAS, pursuant to the Transfer Agreement dated as of October 1, 2021, Assignor has transferred and assigned, and Assignee has accepted, certain assets of Assignor, including, without limitation, all of Assignor's right, title and interest in and to the trademark registrations and applications for registration identified and set forth on Schedule A attached hereto,

WHEREAS, in connection with the separation and internal restructuring of the business of Assignor's and Assignee's Affiliates, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all of the 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 the Assignor. Assignor hereby 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 the 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. All rights, titles and interests sold, conveyed, transferred, assigned, or delivered under Section **Error! Reference source not found.** 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 Assignor if this Assignment had not been made.

3. Further Assurances; Authorization; Delivery. Assignor shall promptly deliver the Assigned IP to Assignee. 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. 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. 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.

ASSIGNOR

STE. MICHELLE WINE ESTATES LLC

By Adam Cooley
Name: Adam Cooley
Title: Vice President

ASSIGNEE

ERATH PREMIUMCO LLC

By Adam Cooley
Name: Adam Cooley
Title: Vice President

Schedule A

Assigned IP

Trademarks

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Current Owner
EARTH HEART ERATH	U.S. Federal	87766410	5550228	Jan. 23, 2018	Aug. 28, 2018	Registered	STE. MICHELLE WINE ESTATES LLC
GRAPES FROM THE EARTH, WINES FROM THE HEART... ERATH	U.S. Federal	87767862	5672700	Jan. 24, 2018	Feb. 12, 2019	Registered	STE. MICHELLE WINE ESTATES LLC
LA NUIT MAGIQUE	U.S. Federal	75636891	2510903	Feb. 09, 1999	Nov. 20, 2001	Registered	STE. MICHELLE WINE ESTATES LLC
LE JOUR MAGIQUE	U.S. Federal	86585122	4822196	Apr. 02, 2015	Sep. 29, 2015	Registered	STE. MICHELLE WINE ESTATES LLC
RESPLENDENT	U.S. Federal	86600763	5105792	Apr. 17, 2015	Dec. 20, 2016	Registered	STE. MICHELLE WINE ESTATES LLC
WILLAKIA	U.S. Federal	86467597	4735389	Dec. 01, 2014	May 12, 2015	Registered	STE. MICHELLE WINE ESTATES LLC
WILLAKIA VINEYARD	U.S. Federal	77136614	3459009	Mar. 21, 2007	Jul. 01, 2008	Registered	STE. MICHELLE WINE ESTATES LLC