

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Palate Wine Co., LLC		09/15/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Thomas Allen Vineyards & Winery, LLC		
Street Address:	5573 West Woodbridge Road		
City:	Lodi		
State/Country:	CALIFORNIA		
Postal Code:	95242		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6843769	RED PHOENIX	
Registration Number:	6839196	SAMUEL LINDSAY	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	2023444976		
Email:	trademarkdocket@venable.com, rliebowitz@venable.com, saahmed@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	PO Box 34385		
Address Line 2:	c/o Venable LLP		
Address Line 4:	Washington, D.C. 20043-9998		
ATTORNEY DOCKET NUMBER:	127307-568129		
NAME OF SUBMITTER:	Sahar A. Ahmed		
SIGNATURE:	/Sahar A. Ahmed/		
DATE SIGNED:	09/27/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of September 15, 2022, by Vertical Palate Wine Co., LLC, a California limited liability company (“**Assignor**”), in favor of Thomas Allen Vineyards & Winery, LLC, a California limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor and, Assignee are parties to that certain Agreement for Purchase and Sale of Wine Brands dated as of September 15, 2022 (the “**Brand Purchase Agreement**”), pursuant to which the Assignee is purchasing substantially all the assets associated with the Brands from Assignor and another party. Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Brand Purchase Agreement;

WHEREAS, Assignor is the current owner of all right, title and interest in and to the trademarks listed in Schedule 1 hereto, the trade names listed on Schedule 2 hereto and all other trademarks, service marks, trade names, corporate names, business names, trade styles, logos and other source and business identifiers associated with the Brands, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”) associated with the Brands; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of its respective Trademarks, and the goodwill associated therewith, to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

(a) The Trademarks, including all registrations, pending applications, extensions, and renewals thereof, throughout the world;

(b) All rights of any other kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights, throughout the world; and

(c) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks, and the right to recover for damages and profits for past, present, and future infringements thereof.

2. Assumption. Effective as of the date of this Assignment, Assignee hereby accepts the foregoing sale, transfer, assignment, conveyance and delivery of all of Assignor's right, title and interest in and to the Trademarks and hereby assumes any executory obligations of Assignor in connection therewith first arising from and after the date of this Assignment.

3. Assignment Pursuant to Acquisition of Assignor's Brands. To the extent any of the Trademarks are not currently in use in commerce prior to the date of this Assignment, Assignor and Assignee acknowledge and agree that the assignment of such Trademark pursuant hereto is part of a transaction pursuant to which Assignee will acquire the ongoing and existing portion of Assignor's Brands to which such Trademark pertains, as required by Section 10 of the Trademark Act (15 USC § 1060).

4. Third Parties. The assumption by Assignee of certain obligations of Assignor as provided in Section 2 of this Assignment is not intended by the parties to expand the rights or remedies of any third party against Assignee or Assignor, as the case may be, as compared to the rights and remedies which such third party would have had against Assignor had Assignee not consummated the transactions contemplated by the Brand Purchase Agreement. Nothing contained herein will, or should be construed to, prejudice the right of Assignee or Assignor, as the case may be, to contest any claim or demand with respect to any litigation or liability assumed or not assumed, respectively, hereunder, and Assignee or Assignor, as the case may be, will have all rights which Assignor has or may have to defend or contest any such claim or demand.

5. Further Assurances. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be requested in good faith by Assignee to effect the assignment of the Trademarks to Assignee.

6. Counterparts. This Assignment may be executed in counterparts, including counterparts delivered electronically (including by facsimile or electronic mail attachment), and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7. Severability. In the event that any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, each of which shall remain in full force and effect.

8. Governing Law. Except as to matters controlled or pre-empted by federal law, this Assignment and any and all claims or controversies arising out of or relating to the parties' rights and responsibilities under this Assignment or the transaction contemplated hereby shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of laws.

9. Disputes; Attorneys' Fees. Any and all disputes arising out of, or in connection with, this Assignment shall be resolved in accordance with Section 11 of the Brand Purchase Agreement and subject to the agreed limitations and survival periods set forth in the Brand Purchase Agreement. The prevailing party in any arbitration, proceeding or legal action arising out of, or in connection with, this Assignment shall be entitled to recover all reasonable costs and

expenses (including, without limitation, reasonable attorneys', accountants' and other professional and expert witness fees and expenses) incurred in connection with such arbitration, proceeding or legal action.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Vertical Palate Wine Co., LLC,
a California limited liability company

Thomas Allen Vineyards & Winery, LLC,
a California limited liability company

DocuSigned by:
By: Barry Gmekow
Name: Barry Gmekow
Title: Managing Member

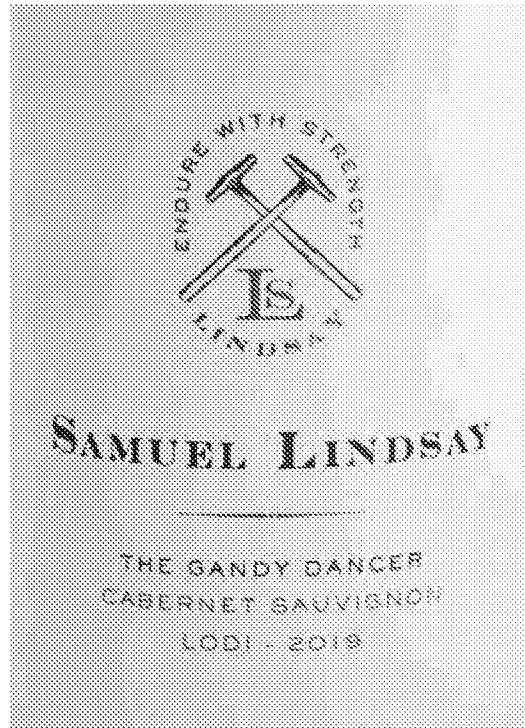
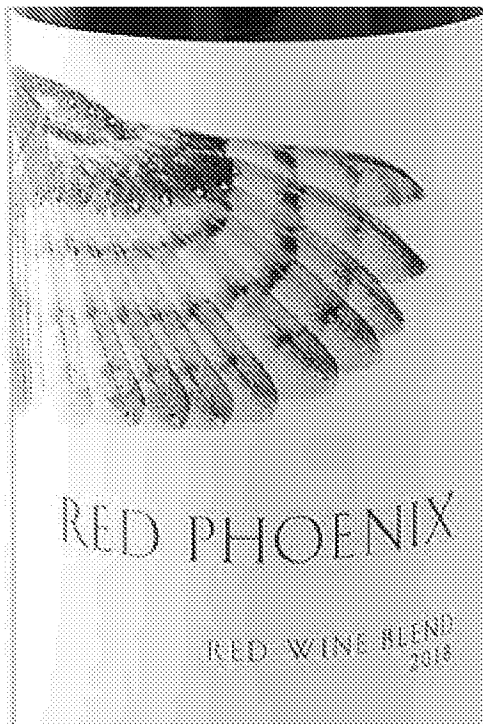
DocuSigned by:
By: Allen Lombardi
Name: Allen Lombardi
Title: President

SCHEDULE 1**TRADEMARKS****1. Registered U.S. Trademarks and/or Pending U.S. Trademark Applications**

<u>MARK</u>	<u>USPTO SERIAL NO.</u>	<u>INT'L CLASS; GOODS/SERVICES</u>	<u>STATUS</u>
RED PHOENIX	90-881,361	033 – Alcoholic beverages except beers	Pending
SAMUEL LINDSAY	90-893,817	033 - Alcoholic beverages, except beer	Pending

2. Common Law Trademarks

Any and all common law trademarks and other rights accruing by virtue of authorship, ownership, and/or use anywhere in the world, associated with the Brands, together with all applications, registrations, renewals and extension rights, and right to file applications and obtain registrations, including, without limitation, such common law and other rights in and to the above-referenced marks and the below-listed graphic designs associated therewith:



SCHEDULE 2

TRADE NAMES

SAMUEL LINDSAY WINES
RED PHOENIX