

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758938

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.		09/30/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Walnut Water CW/DT, LLC		
Street Address:	321 E. Main Street, Suite 500		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22902		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6003477		
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	21615-351		
NAME OF SUBMITTER:	Kristen M. Walsh		
SIGNATURE:	/kristenmwash/		
DATE SIGNED:	10/03/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), effective as of September 30, 2022, is made by and among Constellation Brands U.S. Operations, Inc., a New York corporation (“**Assignor**”), Constellation Brands, Inc., a Delaware corporation (“**CBI**”), and Walnut Water CW/DT, LLC, a Virginia limited liability company (the “**Assignee**”).

WHEREAS, CBI, which is an affiliate of Assignor, Assignee and David J. Matthews are a party to that certain License Agreement, dated as of August 17, 2011, as amended by Agreement and Amendment #1 dated May 15, 2013, and further amended by Amendment #2 to License Agreement dated November 22, 2021 (collectively, the “**License Agreement**”);

WHEREAS, Assignor registered with the United States Patent and Trademark Office the design mark set forth on Schedule A attached hereto (the “**Mark**”); and

WHEREAS, the Mark constitutes Artist IP under the License Agreement, and, as such, CBI has agreed to cause Assignor to assign to Assignee all of Assignor’s right, title, and interest in and to the Mark, and Assignee has agreed to accept said assignment.

NOW, THEREFORE, pursuant to the License Agreement and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined in this Trademark Assignment (including the Schedule attached hereto) shall have the same meanings as set forth in the License Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

- a. The Mark and all issuances, extensions and renewals thereof;
- b. All rights of Assignor of any kind whatsoever accruing under or relating to the Mark provided by applicable law, by international treaties and conventions and otherwise, including common law rights; and
- c. Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Mark.

3. Recordation. Assignor hereby authorizes the Commissioner of 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.

4. Further Assurances. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Mark to Assignee after Assignee's request therefor.

5. Acknowledgements. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Mark being conveyed hereby. Assignee further acknowledges and agrees that, notwithstanding this Trademark Assignment, CBI shall have the right to use the Mark pursuant to and in accordance with the License Agreement.

6. General Provisions.

(a) This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its conflicts of laws provisions, including, without limitation, New York's laws relating to applicable statute of limitations and burdens of proof and available remedies.

(b) This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. This Trademark Assignment and any signed agreement or instrument entered into in connection with this Trademark Assignment, and any amendments hereto or thereto, to the extent delivered by means of a facsimile, electronic mail or other means of electronic transmission shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(c) This Trademark Assignment and the License Agreement represent the complete agreement and understanding among the parties hereto regarding the subject matter hereof and supersede all prior agreements of the parties hereto regarding the subject matter hereof. In the event of a conflict between this Trademark Assignment and the License Agreement, the terms of this Trademark Assignment shall govern.

[Signature Page Follows]

ASSIGNOR:

CONSTELLATION BRANDS U.S.
OPERATIONS, INC.

By: Steve King
Name: Steve King
Title: VP, Corporate Development

ASSIGNEE:

WALNUT WATER CW/DT, LLC

By: _____
Name:
Title:

CBI:

CONSTELLATION BRANDS, INC.

By: Steve King
Name: Steve King
Title: VP, Corporate Development

ASSIGNOR:

CONSTELLATION BRANDS U.S.
OPERATIONS, INC.

By: _____
Name:
Title:

ASSIGNEE:

WALNUT WATER CW/DT, LLC


By:  _____
Name:
Title:

CBI:

CONSTELLATION BRANDS, INC.

By: _____
Name:
Title:

SCHEDULE A

Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
Design: 	United States of America	Constellation Brands U.S. Operations, Inc.	88121733	09/18/18	6003477	03/03/20