

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787910

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900747691		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A to Z Wineworks, LLC		09/01/2022	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Hatcher Wineworks, LLC		
Street Address:	18960 Archery Summit		
City:	Dayton		
State/Country:	OREGON		
Postal Code:	97114		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3557996	WILLIAM HATCHER	
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	503-222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt, P.C.		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suite 1900		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	109411-145316		
NAME OF SUBMITTER:	Allison Pentheny		
SIGNATURE:	/Allison Pentheny/		
DATE SIGNED:	02/17/2023		
Total Attachments: 3			
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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("Agreement"), dated and effective as of September 1, 2022 ("Effective Date"), is between A to Z Wineworks, LLC, an Oregon limited liability company ("Company") and Hatcher Wineworks, LLC, an Oregon limited liability company ("Assignee"). Each of Company and Assignee are referred to herein as a "Party" and collectively as the "Parties."

For good and valuable consideration, receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Definitions.

1.1. "Domain Names" means the domain names hatcherwineworks.com, pinot365.com, pinotnoir.com, williamhatcherwines.com, williamhatcherwines.vin and williamhatcherwines.wine, including all lower-level internet domain names for which such domain names are a root or parent, whether in the form of an address for use in electronic mail transfer, a Uniform Resource Locator, or other form suitable for specifying the location of an electronic data file over a distributed computer network.

1.2. "Tangible Assets" means: (a) all WILLIAM HATCHER® wine located at REX HILL winery locations, or the Northwest Distribution Storage, Inc. storage facility, equaling approximately 15 cases of finished goods and 100 cases of bulk wine of 2021 vintage, if not bottled; (b) all Hadley Hatcher artist-in-residence paintings hanging in Company's winery as of the Effective Date; and (c) the Russo lithograph from Classic Wines Auction.

1.3. "Trademark" means the trademark WILLIAM HATCHER®, registered as United States Reg. No. 3557996.

2. **Transfer and Sale of Tangible Assets.** Company hereby sells, transfers and conveys to Assignee all of Company's right and title in and to the Tangible Assets.

3. **Trademark Assignment.** Company hereby assigns, transfers, conveys, and delivers to Assignee all of Company's right, title, and interest in and to the Trademark. Concurrent with this Agreement, Company will sign the Trademark Assignment attached as Exhibit A to this Agreement, which Assignee may file with the United States Patent and Trademark Office.

4. **Domain Names Assignment.** Company hereby assigns, transfers, conveys, and delivers to Assignee all of Company's right, title, and interest in and to the Domain Names. After the Effective Date, Company will (a) take all actions reasonably necessary to effectively transfer ownership of the Domain Names to Assignee, including executing the agreements and documents required by the registrars for the Domain Names, and (b) provide Assignee or its authorized agents with access to all accounts, user names and passwords that may be reasonably necessary to effectively manage the Domain Names.

5. **Future Cooperation.** Upon Assignee's request, Company will execute and deliver to Assignee all documents reasonably necessary to perfect Assignee's right, title and interest in and to the Trademark and Domain Names.

6. **Disclaimer.** Company does not make any warranties, written or oral, express or implied, regarding the Trademark, Domain Names, or Tangible Assets, and all warranties are specifically excluded, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance.

7. **Miscellaneous.** This Agreement embodies the entire agreement and understanding of the Parties hereto in relation to the subject matter hereof and supersedes any and all prior understandings and agreements, whether written or oral in regard to such matters. This Agreement may be modified only by a written amendment signed by both Parties. This Agreement and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with, the laws of the State of Oregon. This Agreement may be executed by facsimile and in multiple counterparts, each of which will constitute an original and all of which together will constitute one instrument.

IN WITNESS WHEREOF, each of Company and Assignee has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

COMPANY:

A to Z Wineworks, LLC
30835 N. Hwy. 99W
Newberg, Oregon 97132

By: Amy Prosenjak
Name: Amy Prosenjak
Title: CEO

ASSIGNEE:

Hatcher Wineworks, LLC
~~19060 Archery Summit P.O. Box 208~~
Dayton, Oregon 97114 97115

By: Debra Turner Hatcher
Name: DEBRA TURNER HATCHER
Title: Member

Exhibit A

Trademark Assignment

A to Z Wineworks, LLC, an Oregon limited liability company ("Company"), is the owner of the following trademark currently registered with the United States Patent and Trademark Office (the "Trademark"):

Trademark	U.S. Reg. No.
WILLIAM HATCHER	3557996

Hatcher Wineworks, LLC, an Oregon limited liability company with a principal address of 18960 Archery Summit Dayton, Oregon 97114 ("Assignee"), desires to acquire the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Company hereby assigns to Assignee all of Company's right, title and interest in and to the Trademark, together with the goodwill of the business associated with the Trademark and the above identified application for the Trademark.

DATED: September 1, 2022

ASSIGNOR:

A to Z Wineworks, LLC

By: Amy Prosenjak
Name: Amy Prosenjak
Title: CEO

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