

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900747692		
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:	Rock & Hammer, LLC		
Street Address:	1010 Walnut		
Internal Address:	#500		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3321126	ROCK & HAMMER	
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		
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 Rock & Hammer, LLC, a Missouri 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. "Tangible Assets" means all ROCK & HAMMER® wine located in the library location of the REX HILL winery, equaling approximately 70 cases of finished goods and 30 cases of bulk wine of 2021 vintage, if not bottled.

1.2. "Trademark" means the trademark ROCK & HAMMER®, registered as United States Reg. No. 3321126.

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. **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.

5. **Disclaimer.** Company does not make any warranties, written or oral, express or implied, regarding the Trademark 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.

6. **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

ASSIGNEE:

Rock & Hammer, LLC
c/o Michael Thiessen
Lewis Rice LLC
1010 Walnut, Suite 500
Kansas City, MO 64106

By: Amy Prosenjak
Name: Amy Prosenjak
Title: CEO

By: Greg Popovich
Name: Greg Popovich
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.
ROCK & HAMMER	3321126

Rock & Hammer LLC, an _____ with a principal address of 1010 Walnut + 500 Kansas City, MO 64106 ("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 6, 2022

ASSIGNOR:

A to Z Wineworks, LLC

By: Amy Prosenjak
Name: Amy Prosenjak
Title: CEO

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