

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786276

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900735834		
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:	Salmoneye LLC		
Street Address:	9315 NE Red Hills Rd.		
City:	Dundee		
State/Country:	OREGON		
Postal Code:	97115		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3441337	THE HERMIT	
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:	110370-146227		
NAME OF SUBMITTER:	Allison Pentheny		
SIGNATURE:	/Allison Pentheny/		
DATE SIGNED:	02/12/2023		
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 Salmoneye 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 francistannahill.com, francistannahill.vin and francistannahill.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 all Francis Tannahill library wine located at REX HILL winery locations, or the Northwest Distribution Storage, Inc. storage facility, equaling approximately 25 cases.

1.3. "Trademarks" means the trademarks "The Hermit", "Francis Tannahill" and "Sundown".

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. **Trademarks Assignment.** Company hereby assigns, transfers, conveys, and delivers to Assignee all of Company's right, title, and interest in and to the Trademarks, and all goodwill associated therewith.

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

ASSIGNEE:

Salmoneye LLC
9315 NE Red Hills Rd.
Dundee, Oregon 97115

By: *Amy Prosenjak*
Name: Amy Prosenjak
Title: CEO

By: *[Signature]*
Name: Sam Tanna
Title: MEMBER

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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.
THE HERMIT	3441337

Salmoneye LLC, an Oregon limited liability company, with a principal address of 9315 NE Red Hills Rd., Dundee, Oregon 97115 ("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 registration for the Trademark.

DATED: September 1, 2022

ASSIGNOR:

A to Z Wineworks, LLC

Amy Prosenjak

By:

Name: Amy Prosenjak

Title: CEO