

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797248

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900759099		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROSENTHAL & ROSENTHAL, INC.		06/01/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRINITY BEVERAGE ACQUISITION, LLC		
<b>Street Address:</b>	150 ELM STREET		
<b>City:</b>	SOUTHAMPTON		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11968		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2239571	PRIMA TERRA	
<b>Registration Number:</b>	3451211	QUATTRO MANI	
<b>Registration Number:</b>	3865651	LA MAIALINA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2123098723		
<b>Email:</b>	aetufugh@mcgrailbensinger.com		
<b>Correspondent Name:</b>	ALOZIE ETUFUGH		
<b>Address Line 1:</b>	888-C 8TH AVENUE		
<b>Address Line 2:</b>	#107		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	ALOZIE ETUFUGH		
<b>SIGNATURE:</b>	/ALOZIE ETUFUGH/		
<b>DATE SIGNED:</b>	03/24/2023		
<b>Total Attachments: 6</b>			
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source=Transfer no. 2 (Resubmitted Recordation w Notice)#page6.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**") is executed and effective this June 1, 2021, by and between ROSENTHAL & ROSENTHAL, INC., A New York corporation (the "**Assignor**"), having offices at 1370 Broadway, New York, New York 10018 and TRINITY BEVERAGE ACQUISITION, LLC, a Delaware limited liability company, with an address for purposes of this Assignment at [REDACTED] the "**Assignee**"; each a "**Party**" and together, the "**Parties**".

### WITNESSETH:

**WHEREAS**, DOMAINE SELECT WINE & SPIRITS, LLC, a Delaware limited liability company ("**DSWS LLC**"), DSWS OPERATIONS, LLC, a Delaware limited liability company ("**DSWS Ops**") and VERITY WINES, LLC, a New York limited liability company ("**Verity**," and together with DSWS LLC and DSWS Ops, collectively, the "**Borrowers**") granted a security interest to Assignor in all of their rights, titles and interests in and to the registered trademarks, service marks, applications therefor and trade names as set forth on Exhibit A attached hereto (the "**Assigned Trademarks**") pursuant to the terms of a certain (i) Amended and Restated Financing Agreement dated February 5, 2020, as amended and/or supplemented (the "**Financing Agreement**"), and (ii) Intellectual Property Security Agreement dated February 5, 2020 (together with the Financing Agreement, the "**Loan Documents**");

**WHEREAS**, pursuant to that certain Surrender and Asset Sale Agreement, dated as of April 20, 2021, by and among Assignor, Assignee and Borrowers (the "**Sale Agreement**"), (i) Borrowers acknowledged that certain defaults exist under the Loan Documents, and surrendered all of their rights and interest to the Assigned Trademarks to Assignor as secured party in possession, and (ii) in accordance with its rights as a secured party under the Uniform Commercial Code, Assignor sold and assigned the Assigned Trademarks to Assignee pursuant to the terms of the Sale Agreement; and

**WHEREAS**, by this Assignment, Assignor and Assignee intend to further evidence the assignment and transfer to Assignee of all the rights and interests to the Assigned Trademarks through the above-referenced secured party sale by Assignor to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth in the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby agrees and affirms that, in accordance with and as a result of the secured party sale referenced above and as set forth in the Sale Agreement, Assignor has contributed, granted, conveyed, transferred, assigned, and delivered to Assignee, its successors, and assigns, Borrower's entire right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Assigned Trademarks and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee, and all other rights corresponding thereto throughout the respective countries where Borrower holds rights in the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Borrower had this assignment not been made. The aforementioned assignment is made without any recourse, representation, or warranty of any kind of any kind by Assignor except as set forth in the Sale Agreement.

2. Further Assurances. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon reasonable request and at Assignee's expense, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest in the Assignee in any jurisdiction.

3. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense of Assignee, for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by all Parties.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws, and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

7. Execution. This Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

8. Recitals. The Recitals to this Assignment are incorporated herein as an integral part hereof.

9. Authorization. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office, and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States, to record and/or register this Assignment and to record and/or register Assignee as the assignee and owner of the Assigned Trademarks.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

**ASSIGNOR:**

**ROSENTHAL & ROSENTHAL, INC.**

By: \_\_\_\_\_  
Name: **ROBERT MILLER**  
Title: **Executive Vice President**

DocuSigned by:  
*Robert Miller*  
4A93FB9C5G4843A

**ASSIGNEE:**

**TRINITY BEVERAGE ACQUISITION, LLC**

By: \_\_\_\_\_  
Name: **Michael Bell**  
Title: **CEO**

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of date first above written.

**ASSIGNOR:**

**ROSENTHAL & ROSENTHAL, INC.**

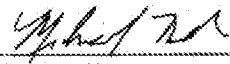
By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**TRINITY BEVERAGE ACQUISITION, LLC**

By: 

Name: Michael Bell

Title: CEO

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008011 FRAME: 0499**

**Exhibit A**

Assigned Trademarks

<u>Trademark</u>	<u>Serial/Reg. No.</u>	<u>Filing Date</u>
MANISCALCO	86354112	07/31/2014
VACA DAS CORDAS	86271269	05/05/2014
CV CLASSIC & VINTAGE ARTISINAL SPIRITS COLLECTION	86602710	04/20/2015
MERCEARIA	86271266	05/05/2014
LIVE BRANDS	86428858	10/20/2014
CEDRONE	85154006	10/15/2010
BOROUGH SPIRITS	85171310	11/08/2010
GRANTOSCANO	85500678	12/21/2011
CHATEAU DU CHEMIN ROGUE	85154020	10/15/2010
SFERRACAVALLO	85396280	08/12/2011
MMI	85379782	07/25/2011
MOON MIMINAL INTERVENTION	85379776	07/25/2011
CDR	85188222	12/01/2010
MONTAPERTI	85133392	09/20/2010
MAS SORRER	85069802	06/23/2010
COW BELL	85069567	06/23/2010
DSWE	78926542	07/11/2006
DOMAINE SELECT	78920154	06/29/2006
QUATTRO MANI	78879423	05/09/2006
WACA	78861592	04/14/2006
DOMAINE SELECT WINE ESTATES, D	78342706	12/18/2003
D CLASSIC & VINTAGE ARTISINAL SPIRITS	77604077	10/30/2008
CUECA	77603763	10/30/2008
SOLETO	77559887	09/02/2008
SERRANOBILE	77810178	08/21/2009
BEAR PRINT	77742535	05/21/2009
ESCALA DELCIELO	77692474	03/17/2009
LA MAIALINA	77833733	09/24/2009
PAYANA	77314433	10/26/2007
BORGIO M	77016852	10/09/2006
PRIMA TERRA	75292599	05/14/1997
DOMAINE SELECT ESTATES	86743453	09/01/2015
DOMAINE SELECT WINE & SPIRITS	86743445	09/01/2015
DSMERCHANTS	86743451	01/26/2016
DSWS	86743448	09/01/2015
ESCALERA DELCIELO	85445853	10/12/2011