

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baiting Hollow Farm Vineyard, LLC		06/05/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Sean Kelly		
Street Address:	700 Koehler Avenue		
City:	Ronkonkoma		
State/Country:	NEW YORK		
Postal Code:	11779		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4315112	BAITING HOLLOW FARM VINEYARD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	cjalandoni@gerbenlawfirm.com		
Correspondent Name:	Chad C. Jalandoni, Esq.		
Address Line 1:	1050 Connecticut Ave NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Chad C. Jalandoni, Esq.		
SIGNATURE:	/Chad C. Jalandoni, Esq./		
DATE SIGNED:	03/31/2023		
Total Attachments: 3			
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OP \$40.00 4315112

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 5, 2020, by and between **BAITING HOLLOW FARM VINEYARD, LLC**, a New York limited liability company ("**Seller**") and **SEAN KELLY**, an individual with an address at 700 Koehler Avenue, Ronkonkoma, New York 11779 ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller owns and operates a winery located at 2114 Sound Avenue, Baiting Hollow, NY 11933 (the "**Premises**") known as "Baiting Hollow Farm Vineyard" (the "**Business**");

WHEREAS, Purchaser desires to acquire from Seller, and Seller desires to sell to Purchaser, certain of the assets of Seller used in the operation of the Business upon the terms and conditions hereinafter set forth; and

WHEREAS, Baiting Hollow Farms LLC, an Affiliate of Seller ("**BHF**"), and Sean Kelly ("**Real Property Buyer**") have entered into that certain Contract of Sale, of even date herewith (the "**Real Property Contract**"), in connection with the sale of the Premises by BHF to Real Property Buyer.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1. Sale of Assets.

(a) Purchased Assets. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Section 2.1), Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, free and clear of any Lien, the following assets (collectively, the "**Purchased Assets**");

(i) all machinery, equipment, fixtures, furniture and other tangible personal property of Seller used in connection with the Business, including, but not limited to, those items listed as "**INCLUDED ASSETS**" on Schedule 1.1(a)(i), but excluding those items listed as "**EXCLUDED ASSETS**" on such Schedule;

(ii) all wine inventory, barrels, bottles, corks, labels, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Business ("**Inventory**");

(iii) the two (2) motor vehicles listed in Section 1.5 hereof (the “**Vehicles**”); and

(iv) all books and records of Seller used or held in connection with the maintenance and/or operation of the Business or otherwise relating to the Purchased Assets, including machinery and equipment maintenance files, customer lists, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, sales material and records, and marketing and promotional materials in Seller's possession, but excluding books and records of Seller described in Section 1.1(b)(iii) and (v) below (the “**Transferred Books and Records**”);

(v) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets, together with documentation and information related to same; and

(vi) all intangible personal property of Seller used in connection with the Business, including, without limitation, (A) the goodwill of the Business, (B) the *telephone no.* (631) 369-0100 and *fax no.* (631) 208-0800, (C) the registered web domains www.baitinghollowfarmvineyard.com and bhfvineyard.com (the “**Domains**”), and (D) the United States registered trademarks/servicemarks “Baiting Hollow Farm Vineyard” (*USPTO reg. # 4,315,112*) and “BHFV” (*USPTO reg. # 4,411,080*) (the “**Marks**”) and all label approvals related to the Marks.

(b) Retained Assets. Notwithstanding anything herein to the contrary, Purchaser expressly understands and agrees that Seller shall retain and not convey, and the Purchased Assets shall not include, the following assets (collectively, the “**Retained Assets**”):

(i) all cash and cash equivalents, bank accounts and securities of Seller;

(ii) all Accounts Receivable of Seller;

(iii) any minute books, stock records, corporate seals, tax returns, books of account, ledgers and general, financial and accounting records (including QuickBooks records and files) or other corporate or tax related files and records of Seller, books of account or other records having to do with the corporate organization of Seller, and any other books and records which, by Law, Seller is required to retain in its possession (the “**Excluded Books and Records**”);

(iv) any tax refunds or claims for tax refunds or other tax related benefits or assets of Seller;

(v) any employee personnel files of any employee who is not an employee hired by Purchaser following the Closing;

(vi) all causes of action, judgments, claims, reimbursements and demands, of whatever nature in favor of Seller which relate to the Retained Assets and all

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SELLER:

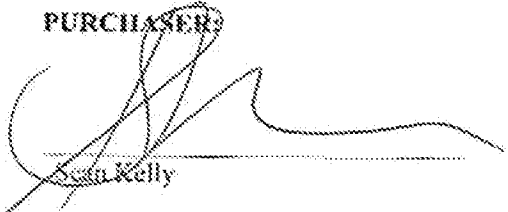
BAITING HOLLOW FARM VINEYARD, LLC

By: 

Name: Richard Rubin

Title: Managing Member

PURCHASER:


Sean Kelly