

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LINGUA FRANCA, LLC		03/31/2022	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPWC, Inc.		
<b>Street Address:</b>	207 High Point Dr.		
<b>Internal Address:</b>	Building 100		
<b>City:</b>	Victor		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14564		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5195842	LINGUA FRANCA	
<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>	212-218-5500		
<b>Email:</b>	cbidocket@seyfarth.com		
<b>Correspondent Name:</b>	Edward F. Maluf		
<b>Address Line 1:</b>	620 Eighth Ave.		
<b>Address Line 2:</b>	32nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	105820-000006		
<b>NAME OF SUBMITTER:</b>	John C. Heinbockel		
<b>SIGNATURE:</b>	/John C. Heinbockel/		
<b>DATE SIGNED:</b>	04/20/2023		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”), dated as of March 31, 2022, is made by Lingua Franca, LLC, an Oregon limited liability company located at 9675 Hopewell Road NW, Salem, OR 97304 (“**Seller**”), in favor of TPWC, Inc., a Delaware corporation located at 207 High Point Drive, Building 100, Victor, New York 14564 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of December 20, 2021 (as amended, modified, supplemented or amended and restated, the “**Asset Purchase Agreement**”), by and among Seller, Buyer, Lingua Franca-LS Vineyards Holdings, LLC, an Oregon limited liability company, LS Vineyards LLC, an Oregon limited liability company, and Constellation Brands, Inc., a Delaware corporation (solely as to Section 13.15 of the Asset Purchase Agreement).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

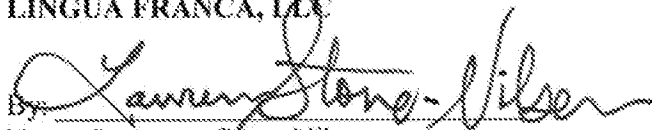
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment of Trademarks as of the date first written above.

LINGUA FRANCA, LLC

By: 

Name: Lawrence Stone-Nilsen

Title: Chief Executive Officer

TPWC, INC.

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

Name: Steven King

Title: Vice President

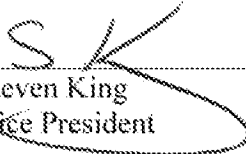
[Signature Page to Assignment of Trademarks]

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LINGUA FRANCA, LLC

By: \_\_\_\_\_  
Name: Lawrence Stone-Nilsen  
Title: Chief Executive Officer

TPWC, INC.

By:  \_\_\_\_\_  
Name: Steven King  
Title: Vice President

[Signature Page to Assignment of Trademarks]

**SCHEDULE 1**

Trademark	Jurisdiction	Owner of Record	Serial No.	Filing Date	Reg. No.	Reg. Date
LINGUA FRANCA	USA	Lingua Franca, LLC	85/928,701	5/10/2013	5,195,842	5/2/2017