

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809399

<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>
BRONYA SHILLO		05/08/2023	INDIVIDUAL:
ALL NIGHT LONG INC.		05/08/2023	Corporation: CONNECTICUT
ALL NIGHT LONG, LLC		05/08/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E. & J. Gallo Winery		
<b>Street Address:</b>	600 Yosemite Boulevard		
<b>City:</b>	Modesto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95354		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4464286	FISHERS ISLAND LEMONADE	
<b>Registration Number:</b>	5359706	100% SPIKED	
<b>Registration Number:</b>	7014447	AMERICA'S LEMONADE CRAFT COCKTAIL	
<b>Serial Number:</b>	97354328	AMERICA'S CRAFT LEMONADE CANNED COCKTAIL	
<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>Email:</b>	tm.group@ejgallo.com		
<b>Correspondent Name:</b>	Kristi W. Whalen		
<b>Address Line 1:</b>	600 Yosemite Boulevard		
<b>Address Line 4:</b>	Modesto, CALIFORNIA 95354		
<b>NAME OF SUBMITTER:</b>	Kristi W. Whalen		
<b>SIGNATURE:</b>	/kww/		
<b>DATE SIGNED:</b>	05/10/2023		
<b>Total Attachments: 5</b>			

OP \$115.00 4464286

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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of May 8, 2023, by and among BRONYA SHILLO, an individual (“**Ms. Shillo**”), ALL NIGHT LONG INC., a Connecticut corporation (“**ANL Inc.**”), ALL NIGHT LONG, LLC, a New York limited liability company doing business as Fishers Island Lemonade (the “**Company**” and, together with ANL Inc. and Ms. Shillo, each an “**Assignor**” and, collectively, “**Assignors**”), and E. & J. Gallo Winery, a California corporation (“**Assignee**”).

**RECITALS**

WHEREAS, the parties hereto entered into that certain Asset Purchase Agreement dated April 26, 2023 (the “**Purchase Agreement**”; capitalized terms used herein without definition have the meanings ascribed thereto in the Purchase Agreement), whereby pursuant to the terms and conditions thereof Assignee has agreed to purchase the Brand Portfolio, the Business and certain other assets associated with the Business and/or the Brand Portfolio from Assignors;

WHEREAS, in accordance with the terms and conditions of the Purchase Agreement, the parties hereto agreed to enter into this Assignment;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the trademarks listed on Exhibit A hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”); and

WHEREAS, Assignors desire to assign all right, title and interest in and to each of their respective Trademarks, and the goodwill associated therewith, to Assignee.

NOW THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Assignors hereby irrevocably sell, transfer, assign and set over unto Assignee, its successors and assigns, all right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

a. the Trademarks and all registrations, pending applications, extensions, and renewals thereof and all goodwill associated therewith;

b. all rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and

c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks, and the right to recover for damages and profits for past infringements thereof.

2. Recordation. Assignors agree to perform any further reasonable acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor, and to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks.

3. Assignment. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Entire Agreement. This Assignment and the Purchase Agreement, including in each case the Exhibits and Schedules attached hereto and thereto, set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

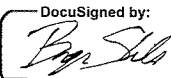
5. Amendment. This Assignment may not be changed, modified or amended orally but only by an agreement in writing, duly executed by all of the parties hereto.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of the date first written above.

**ASSIGNORS:**

**ALL NIGHT LONG, LLC**

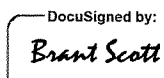
By:  DocuSigned by:  
D019EBC5394A445...

Name: Bronya Shillo

Title: Founder + Member

**ASSIGNEE:**


**E. & J. GALLO WINERY**

By:  DocuSigned by:  
BE07ACC70ECB479...

Name: Brant Scott

Title: VP Controller

**ALL NIGHT LONG INC.**

By:  DocuSigned by:  
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Name: Bronya Shillo

Title: Founder + Chief Executive Officer

 DocuSigned by:  
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**BRONYA SHILLO**

*[Signature Page to Assignment of Trademarks]*

**TRADEMARKS**

Country	Mark	Appl/Reg. No	Goods/Services
US	FISHERS ISLAND LEMONADE and design  	Reg. No. 4464286	Alcoholic beverages, namely, vodka, whiskey; Prepared alcoholic cocktail
US	100% SPIKED	Reg. No. 5359706	Hard lemonade
US	AMERICA'S CRAFT LEMONADE CANNED COCKTAIL	Serial No. 97354328	Hard lemonade
US	AMERICA'S LEMONADE CRAFT COCKTAIL	Reg. No. 7014447	Hard lemonade
US	FISHERS ISLAND LEMONADE	Common law	
US	FISHERS LEMONADE	Common law	
US	FISHERS LEMONADE SPIRIT POP	Common law	
US	FISHERS ISLAND LEMONADE PINK FLAMINGO	Common law	
US	FISHERS ISLAND LEMONADE FIZZ	Common law	
US	FIND YOUR ISLAND	Common law	
US	A LITTLE FIZZ WITH LESS KICK SHOULD DO THE TRICK	Common law	

Assignment of Trademarks

Country	Mark	Appl/Reg. No	Goods/Services
US	A REFRESHING TEA NO MATTER WHAT YOUR BEARING BE	Common law	
US	FISHERS ISLAND LEMONADE HALF & HALF	Common law	
US	FISHERS ISLAND LEMONADE BLUEBERRY WAVE	Common law	
US	FISHERS ISLAND LEMONADE NUDE PEACH	Common law	
US	SUMMER IN A CAN	Common law	
US	A REFRESHING TEA FORE YOUR DAY NO MATTER HOW YOU PLAY	Common law	
US	JUICY PEACH, ABSOLUTELY WHAT YOU'LL REACH FOR AT THE BEACH	Common law	
US	A CRISP CRANBERRY SPIKE THAT WE KNOW YOU'RE GOING TO LIKE	Common law	
US	A WAVE OF NATURAL BLUEBERRY FLAVOR THAT MAKES YOU SIP AND SAVOR	Common law	
US	OUR ORIGINAL RECIPE MADE WITH BARREL AGED WHISKEY, PREMIUM VODKA AND NATURAL FLAVORS	Common law	

Assignment of Trademarks