### TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM809776

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** RESUBMISSION **NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL **RESUBMIT DOCUMENT ID:** 900765646

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KSSM, LLC		11/07/2022	Limited Liability Company: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Michel Vineyards, LP	
Doing Business As:	DBA Michel-Schlumberger	
Street Address:	4155 Wine Creek Road	
City:	Healdsburg	
State/Country:	CALIFORNIA	
Postal Code:	95448	
Entity Type:	Limited Partnership: CALIFORNIA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2840918	LA BRUME

#### **CORRESPONDENCE DATA**

Fax Number: 7074333606

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.

Phone: 707-433-3363 Email: dan@pmg-legal.com Daniele Luigi Maraviglia **Correspondent Name:** 

1201 Vine Street Address Line 1:

Address Line 2: Suite 200

Address Line 4: Healdsburg, CALIFORNIA 95448

NAME OF SUBMITTER: Daniele Luigi Maraviglia **SIGNATURE:** /daniele luigi maraviglia/ **DATE SIGNED:** 05/11/2023

**Total Attachments: 4** 

source=Trademark Assignment La Brume#page1.tif source=Trademark Assignment La Brume#page2.tif

TRADEMARK REEL: 008069 FRAME: 0747 900772241

source=Trademark Assignment La Brume#page3.tif source=Trademark Assignment La Brume#page4.tif

TRADEMARK REEL: 008069 FRAME: 0748

# TRADEMARK ASSIGNMENT La Brume

THIS ASSIGNMENT is entered into this 7th day of November 2022, by and between KSSM, LLC, a California limited liability company, 90 South E Street, Suite 300 Santa Rosa, CA 95404 ("Assignor"), and Michel Vineyards, LP, 20233 Skywest Drive, Hayward, CA 94541 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of a certain trademark as set forth on Exhibit "A" hereto, for which it has procured either a U.S. Federal registration or accrued rights through usage (collectively the "Property"), and is the sole and exclusive owner of all business goodwill related therewith and symbolized thereby (the "territory"); and

WHEREAS, Assignee desires to acquire from Assignor all its rights, title and interest in such Property and all business goodwill related therewith;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged it is agreed as follows:

- Assignment. Assignor hereby assigns, transfers, conveys and grants to Assignee, Assignor's entire right, title and interest in and to such Property, together with the goodwill associated therewith, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limit Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law or in equity to recover for past infringements of the Property which are known to Assignor or may become known after the date of this Agreement, and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such property upon registration of such Property throughout the world, or other legal protections pertaining to the Property and all rights assigned hereunder.
- 2. Further Assurances. Assignor covenants that it will, from time to time and at any time upon not less than ten (10) business days prior written request therefor, at Assignee's sole cost and expense, and without the assumption of any additional liability therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence this assignment contained herein, and to enable Assignee or its successors and assigns to fully realize and enjoy the tights, interests and property assigned hereby. Time is of the essence for this provision.
- 3. Successors. The provisions of this Assignment are binding upon and inure to the benefit of the successors and assigns of Assignor and Assignee, respectively.
- 4. Amendments. This Agreement may not be modified or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing. No waiver by any party of any breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party shall be valid unless in a writing signed by the Parties. No waiver by any party of any

TRADEMARK ASSIGNMENT
La Brume Trademark

breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party may be deemed a waiver of any other provision of this Agreement at any time.

5. **Counterparts**. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which when taken together constitutes one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on November 7, 2022.

Date:	ASSIGNOR
	KSSM, LLC By: Ray Schwartz Authorized Signer
	90 South E Street, Suite 300 Santa Rosa, CA 95404
Date:	ASSIGNEE
	Michel Vineyards, L.P.

A California limited partnership

its General Partner

20233 Skywest Drive Hayward, CA 94541

By: David Shull, as Manager of Delta Zulu, LLC,

TRADEMARK ASSIGNMENT La Brume Trademark

2

breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party may be deemed a waiver of any other provision of this Agreement at any time.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which when taken together constitutes one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on November 7, 2022.

Date: 11 2 2022

ASSIGNOR

KSSM, LLC By. Ray Schwartz Authorized Signer

90 South E Street, Suite 300 Santa Rosa, CA 95404

Date: 116/22

**ASSIGNEE** 

Michel Vineyards, L.P.

A California limited partnership

By: David Shull, as Manager of Delta Zulu, LLC,

its General Partner

20233 Skywest Drive Hayward, CA 94541

## EXHIBIT "A"

Jurisdiction: United States

Mark: "LA BRUME"

Filing Date: December 20, 2001

Registration Date: May 6, 2003

Registration Number: 2840918

Serial Number: 76352167

TRADEMARK REEL: 008069 FRAME: 0752

**RECORDED: 04/13/2023**