

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAD WINE HOLDINGS, LLC		02/10/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	RAD TRADEMARK LLC		
Street Address:	4143 Grassmere Lane		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5324810	ROSÉ ALL DAY	
Registration Number:	6375487	ROSÉ THE DAY	
Registration Number:	6624619	ROSÉ ALL DAY	
CORRESPONDENCE DATA			
Fax Number:	2022634310		
<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>			
Phone:	2022634301		
Email:	jblair@sgrlaw.com		
Correspondent Name:	Jason Paul Blair		
Address Line 1:	1055 Thomas Jefferson Street NW		
Address Line 2:	Suite 400		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Jason Paul Blair		
SIGNATURE:	/Jason Paul Blair/		
DATE SIGNED:	05/15/2023		
Total Attachments: 7			
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TRADEMARK CONTRIBUTION AND SALE AGREEMENT

This Trademark Contribution and Sale Agreement (this "*Agreement*"), is made and entered into effective as of February 10, 2023 (the "*Effective Date*"), by and among RAD Trademark LLC, a Delaware limited liability company (the "*RAD JV*"), on the one hand, and RAD Wine Holdings, LLC (the "*Minority JV Party*"), and RAD Event Holdings, LLC ("*RAD Event*," and collectively with the Minority JV Party and RAD JV, the "*Parties*"), on the other hand. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Limited Liability Company Agreement of RAD Trademark LLC, dated effective February 10, 2023 (the "*LLC Agreement*").

RECITALS

WHEREAS, Minority JV Party is the owner of certain rights to the trademark "Rosé All Day" including the registrations listed on Schedule A (all rights, title and interest related to the trademark and its associated goodwill, but excluding the RAD Event Trademark (as defined below), the "*RAD Wine Trademark*").

WHEREAS, Minority JV Party has agreed to contribute a portion of the RAD Trademark to RAD JV in exchange for the 49% Minority Interest in RAD JV;

WHEREAS, Minority JV Party has agreed to sell the remaining portion of the RAD Trademark to the RAD JV;

WHEREAS, RAD Event is the owner of certain rights to the trademark "Rosé All Day" including the registrations listed on Schedule B (all such rights, title and interest related to the trademark and its associated goodwill, the "*RAD Event Trademark*," and collectively with the RAD Wine Trademark, the "*RAD Trademark*");

WHEREAS, RAD Event has agreed to sell the RAD Event Trademark to the RAD JV;

WHEREAS, upon the foregoing contribution and the sales, RAD JV will be the 100% owner of the RAD Trademark.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Contribution.

(a) As of the Effective Date, Minority JV Party shall contribute, assign, set over, deliver and transfer to RAD JV absolutely and unconditionally and free and clear of all liens, FIFTY PERCENT (50%) of its rights, title and interest in and to the RAD Wine Trademark, and RAD JV shall accept delivery from Minority JV Party the FIFTY PERCENT (50%) interest in the RAD Wine Trademark.

(b) As of the Effective Date and subject to the terms and conditions of RAD JV's LLC Agreement and upon and subject to the terms and conditions of this Agreement, in exchange for the contribution, transfer, assignment, conveyance and delivery of the FIFTY PERCENT (50%)

interest in the RAD Wine Trademark, RAD JV shall issue to Minority JV Partner the Minority Interest.

2. Sales.

(a) On the Effective Date, Minority JV Party shall sell, assign, set over, deliver and transfer to RAD JV absolutely and unconditionally and free and clear of all liens, the remaining FIFTY PERCENT (50%) of its rights, title and interest in and to the RAD Wine Trademark (the "*Purchased Wine Assets*"), and RAD JV shall accept delivery from Minority JV Party of the Purchased Wine Assets.

(b) RAD JV shall pay Minority JV Party an aggregate purchase price for the Purchased Wine Assets of TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$295,000.00) which will be paid by wire transfer in two ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$147,500.00) installments as follows: the first ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$147,500.00) installment on the Effective Date, and the second ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$147,500.00) installment on or before 30 days following the Effective Date.

(c) On the Effective Date, RAD Event shall sell, assign, set over, deliver and transfer to RAD JV absolutely and unconditionally and free and clear of all liens, ONE HUNDRED PERCENT (100%) of its rights, title and interest in and to the RAD Event Trademark (the "*Purchased Event Assets*"), and RAD JV shall accept delivery from RAD Event of the Purchased Event Assets.

(d) RAD JV shall pay RAD Event an aggregate purchase price for the Purchased Event Assets of FIVE THOUSAND DOLLARS (\$5,000.00) which will be paid by wire transfer in two TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) installments as follows: the first TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) installment on the Effective Date, and the second TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) installment on or before 30 days following the Effective Date.

3. Further Assurances. Minority JV Party, RAD Event and RAD JV will do such further acts and execute and deliver such further documents regarding their obligations hereunder as may be required for the purpose of accomplishing the purposes of this Agreement and the transfer of all rights, title and interest in the RAD Trademark to the RAD JV including making any filings with the United States Patent and Trademark Office and with any other governmental agencies.

4. Warranties. Each of Minority JV Party and RAD Event represents and warrants to RAD JV that the following statements are true and correct with respect to each entity:

(a) Minority JV Party and RAD Event are business organizations duly organized, validly existing and in good standing under applicable law. Each of Minority JV Party and RAD Event has all necessary limited liability company power and authority to enter into this Agreement

and any related transactional document to consummate the transactions contemplated by this Agreement.

(b) The execution, delivery and performance by Minority JV Party and RAD Event of this Agreement and the consummation of the transactions contemplated by this Agreement, do not and will not: (a) violate or breach any provision of the certificate of formation or company agreement of the Minority JV Party or RAD Event; (b) violate or breach any provision of any law or governmental order applicable to Minority JV Party or RAD Event; or (c) require the consent, notice or other action by any person or entity under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Minority JV Party or RAD Event is a party.

(c) Immediately after giving effect to the transactions contemplated hereby, each of Minority JV Party and RAD Event shall be solvent. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Minority JV Party or RAD Event.

(d) There are no legal actions pending or, to the actual knowledge of the Minority JV Party, threatened against the Minority JV Party or RAD Event or the RAD Trademark that challenge or seek to prevent, enjoin or otherwise delay the transaction contemplated by this Agreement. There are no legal actions pending or, to the actual knowledge of the Minority JV Party, threatened that asserts that the RAD Trademark infringes on any other trademark.

(e) To the Minority JV Party's actual knowledge, no one is infringing on the use of the RAD Trademark.

5. Covenant.

(a) Minority JV Party shall contribute, transfer, assign, convey and deliver to RAD JV any other trademark rights that they own or acquire after the date hereof which are substantially similar to the RAD Trademark or the words "Rosé All Day."

(b) Minority JV Party shall promptly turn over to RAD JV all income, proceeds and other monies it receives as the owner of and on account of the RAD Trademark following the Effective Date.

6. Miscellaneous.

(a) Headings. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof.

(b) Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is

deemed to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

(c) Entire Agreement. This Agreement (together with the LLC Agreement) constitutes the entire agreement and supersedes all prior or contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(d) Binding Effect; No Third Party Benefit; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person other than the Parties hereto and their respective successors and permitted assigns any legal or equitable right, remedy or claim under, in or in respect of this Agreement or any provision herein contained, except to the extent expressly provided in this Agreement. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any Party to any person without the prior written consent of the other Party.

(e) Amendments and Waivers. This Agreement may be amended, modified or terminated, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a written instrument executed by each of the Parties.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable conflicts of law principles thereof.

(g) Counterparts. This Agreement may be executed in any number of counterparts, including electronic counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their signatures or the signatures of their duly authorized representatives, to be set forth below to be effective as of the Effective Date.

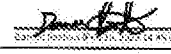
RAD JV:

RAD Trademark LLC

By: 

Name: Benjamin Restivo

Title: Manager

By: 

Name: Darren Restivo

Title: Manager


By: 

Name: Hank Keller

Title: Manager

MINORITY JV PARTY


RAD Wine Holdings, LLC

By: 

Name: Hank Keller

Title: President

RAD Event Holdings, LLC

By: 

Name: Hank Keller

Title: President

SCHEDULE A

RAD Wine Trademark Registrations

<u>Registrant</u>	<u>Country</u>	<u>Registration No.</u>
RAD Wine Holdings, LLC	United States	6624619
RAD Wine Holdings, LLC	United States	6375487
RAD Wine Holdings, LLC	United States	5324810
RAD Wine Holdings, LLC	Canada	TMA1108472

SCHEDULE B

RAD Event Trademark Registrations

<u>Registrant</u>	<u>Country</u>	<u>Registration No.</u>
RAD Event Holdings, LLC	United States	5387031
RAD Event Holdings, LLC	Canada	TMA1112412