

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816151

<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>
THE ALIXIR COMPANY		05/22/2023	Corporation: DELAWARE
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5475488	BEV	
<b>Registration Number:</b>	6329166	BEV	
<b>Registration Number:</b>	6721746	BEV	
<b>Registration Number:</b>	6479311	BEV	
<b>Registration Number:</b>	6607611	BREAK THE GLASS	
<b>Registration Number:</b>	5654514	MADE BY CHICKS	
<b>Registration Number:</b>	5660200	MADE BY CHICKS	
<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>	06/08/2023		
<b>Total Attachments: 6</b>			

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**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of May 22, 2023, by and among THE ALIXIR COMPANY, a Delaware corporation (“**Assignor**”), and E. & J. Gallo Winery, a California corporation (“**Assignee**”).

**RECITALS**

**WHEREAS**, the parties are concurrently entering into an Asset Purchase Agreement dated May 22, 2023 (the “**Agreement**”), pursuant to which the Assignee is purchasing the Assets (as defined in the Agreement) from Assignor, and this Assignment is subject to and in furtherance of the terms of that Agreement;

**WHEREAS**, the Assets include the trademarks listed in Schedule 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**, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor 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**, pursuant to the Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets 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. At Assignee's cost, Assignor agrees to perform any further 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, at Assignee's cost, to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks.

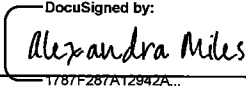
3. This Assignment and any claim or controversy arising hereunder shall be governed by and construed under the internal laws of the State of Delaware without reference to conflicts provisions. Any cause of action between the parties with respect to this Assignment may be brought only in a court having jurisdiction and venue in the trial courts of San Francisco, California or the United States District Court for the Northern District of California. Each party waives any objection on the basis of personal jurisdiction.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

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

**ASSIGNORS:**

**THE ALIXIR COMPANY**

By:  1787F287A12942A...  
Name: Alexandra Miles  
Title: Chief Executive Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

**TRADEMARK**  
**REEL: 008095 FRAME: 0905**

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

**ASSIGNEE:**

**E. & J. GALLO WINERY**





By: Mark Saw  
Name: MARK SAW  
Title: CFO

*Signature Page to Assignment of Trademarks*

Schedule A

To the Assignment of Trademarks

TRADEMARKS

Country	Mark	Reg. No (or Common Law status)
US	BEV	5475488
US		6329166
US		6721746
US		6479311
US	BREAK THE GLASS	6607611
US	MADE BY CHICKS	5654514
US		5660200
US	BEV GLAM	Common law
US	BEV GLITZ	Common law
US	BEV GLOW	Common law
US	BEV BRITE	Common law
US	BRITE IS ALWAYS BOLD	Common law
US	BEV ORANGE	Common law
US	GET THE FUNK IN HERE	Common law
US	BEV PRIDE	Common law

Assignment of Trademarks

Country	Mark	Reg. No (or Common Law status)
US	CHICKS PACK	Common law
US	LADIES NIGHT	Common law
US	SPARKLING SOIREE	Common law
US	BRITE PACK	Common law
US	OWN YOUR FUN OWN YOUR RESPONSIBILITIES	Common law
US	DO IT DIFFERENT, DO IT BETTER	Common law
US	LIL' FIZZY	Common law

Assignment of Trademarks