

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wine Vault@Western, Inc.		05/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vino Vault New York, LLC		
Street Address:	5800 W. 3rd Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5687422	WINE VAULT @ WESTERN	
CORRESPONDENCE DATA			
Fax Number:	9498520004		
<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:	9498520000		
Email:	tess@kppb.com		
Correspondent Name:	KPPB LLP		
Address Line 1:	2190 S. Towne Centre Place, STE 300		
Address Line 4:	Anaheim, CALIFORNIA 92806		
NAME OF SUBMITTER:	Christina Ducksworth		
SIGNATURE:	/Christina Ducksworth/		
DATE SIGNED:	07/24/2023		
Total Attachments: 4			
source=Vino Vault New York, LLC Assignment#page1.tif			
source=Vino Vault New York, LLC Assignment#page2.tif			
source=Vino Vault New York, LLC Assignment#page3.tif			
source=Vino Vault New York, LLC Assignment#page4.tif			

OP \$40.00 5687422

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Agreement”) is made as of May 1, 2023, by and between The Wine Vault@ Western, Inc., a Delaware corporation (“**Seller**”) and Vino Vault New York, LLC, a Delaware limited liability company (“**Buyer**”) in connection with that certain Asset Purchase Agreement of even date herewith among Buyer, Seller and certain other asset sellers (the “**Asset Purchase Agreement**”).

1. **Assignment of Rights by Seller.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller does hereby assign, transfer, grant, sell and otherwise convey to Buyer all of Seller's right, title and interest in and to (i) the trademarks, trademark registrations and pending trademark applications set forth in Exhibit A attached hereto and incorporated herein by reference (all of such trademarks, registrations and applications for registration are herein referred to as the “**Trademarks**”), and, to the extent applicable, the portion of the business in connection with which Assignor has a bona fide intent to use the trademark applications set forth in Exhibit A which are the subject of an intent-to-use application, together with the goodwill of the business symbolized by the Trademarks; (ii) the good will of the Business symbolized by and associated with the Trademarks, (iii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Trademarks and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Trademarks, (iv) and any and all renewals and extensions thereof that may hereafter be secured under applicable legal requirements, and (v) any and all assets relate to the Trademarks.

2. **Authorization.** Seller authorizes the Director of the U.S. Patent and Trademark Office, and the empowered officials of all other governments, to record Buyer as the owner and/or applicant, as the case may be, of each Trademark, or otherwise as Buyer may direct.

3. **Miscellaneous.** This Agreement has been executed to implement the Asset Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Asset Purchase Agreement. Except with respect to Section 3 hereof, (i) nothing contained in this Agreement is intended to provide any rights to Buyer or Seller beyond those rights expressly provided to such party in the Asset Purchase Agreement, and (ii) nothing contained in this Agreement is intended to impose any obligations or liabilities on Buyer or Seller beyond those obligations and liabilities imposed on such party in the Asset Purchase Agreement. Nothing in this Agreement is intended to limit or restrict in any manner any of the rights or remedies available to Buyer or Seller under the Asset Purchase Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

SELLER:

The Wine Vault@ Western, Inc.

By: Neil S. Cohen

Name: Neil S. Cohen

Title: General Counsel


State of (NEW JERSEY)

SS:

County of (HUDSON)

Before me personally appeared said Neil S. Cohen and acknowledged the foregoing instrument to be his free act and deed this 1st day of MAY, 2023

PAUL C DUSSARD
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2431461
MY COMMISSION EXPIRES MAR. 21, 2028


(Notary Public)

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

BUYER:

Vino Vault New York, LLC

DocuSigned by:
Jeff Anthony

Jeffrey R. Anthony, Manager

Exhibit A

TRADEMARKS

TRADEMARK	OWNER	SERIAL NO.	REGIS- TRATION NO.	REGIS- TRATION DATE	TRADEMARK STATUS
THE WINE VAULT@ WESTERN	The Wine Vault@ Western, Inc.	87-796,275	5,687,422	February 26, 2019	Registered