

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PremiumCo LLC		07/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stag's Leap Wine Cellars, LLC		
Street Address:	5766 Silverado Trail		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4997894	HANDS OF TIME	
CORRESPONDENCE DATA			
Fax Number:	7073407239		
<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:	7072527122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1500 First Street, Ste 200		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	STAG06-01		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	08/08/2023		
Total Attachments: 5			
source=Vintage - IP Assignment - PremiumCo to SLWC (Executed) - v2 (003)#page1.tif			
source=Vintage - IP Assignment - PremiumCo to SLWC (Executed) - v2 (003)#page2.tif			
source=Vintage - IP Assignment - PremiumCo to SLWC (Executed) - v2 (003)#page3.tif			
source=Vintage - IP Assignment - PremiumCo to SLWC (Executed) - v2 (003)#page4.tif			

CH \$40.00 4997894

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is entered into and effective as of July 5, 2023 (the “Effective Date”) by and between PremiumCo LLC, a Delaware limited liability company (the “Assignor”) and Stag's Leap Wine Cellars, LLC, a California limited liability company (the “Assignee”).

WHEREAS, the Assignor owns certain Intellectual Property; and

WHEREAS, in connection with the separation and internal restructuring of the business of Assignor's and Assignee's Affiliates, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from the Assignor all of such Assignor's worldwide right, title and interest in and to the Intellectual Property set forth on Schedule A, including all goodwill associated with or symbolized thereby, and the goodwill of any business carried on in connection therewith, together with all rights of priority and renewals thereof (collectively, the “Assigned IP”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment by Assignor. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby purchases, acquires, takes possession and delivery of and accepts, the following: (a) all of such Assignor's worldwide right, title and interest in and to the Assigned IP, and (b) any corresponding rights to file federal, state and foreign applications for registration to secure Assignee's rights in any of the Assigned IP.

2. Assignee's Use and Enjoyment. The rights, titles and interests sold, conveyed, transferred, assigned, or delivered under any of Section 1 of this Assignment shall be for Assignee's own use and enjoyment, respectively, and for the use and enjoyment of each of Assignee's Affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Further Assurances; Authorization; Delivery. Assignor agrees to, at the request and expense of Assignee, and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances as reasonably necessary to consummate, confirm or evidence the sale, conveyance, transfer, assignment and delivery of the Assigned IP, including assisting with the prosecution, protection and enforcement thereof. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, the Register of Copyrights, and other empowered officials of the United States Patent and Trademark Office, United States Copyright Office, and the officials of corresponding entities or agencies in any applicable foreign country to record the applicable Assignee as the owner of any patents, patent applications, trademark registrations or applications, and copyright registrations included in the Assigned IP.

4. Definitions.

(a) “Affiliate” of any Person shall mean any Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) “Intellectual Property” shall mean any of the following: (a) patents and patent applications, (b) registered and unregistered trademarks and service marks, including pending registrations and applications thereof, and all goodwill arising from the foregoing, (c) registered and unregistered copyrights, including applications and registrations thereof, (d) Internet domain names, and (e) trade secrets.

(c) “Person” shall mean and include an individual, a partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, a group and a governmental entity.

5. Miscellaneous. This Assignment is executed by Assignor and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes. Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

PREMIUMCO LLC

By Michael X. Lee

Name: Michael Lee

Title: Chief Financial Officer

ASSIGNEE

STAG'S LEAP WINE CELLARS, LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

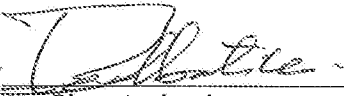
ASSIGNOR

PREMIUMCO LLC

By _____
Name:
Title:

ASSIGNEE

STAG'S LEAP WINE CELLARS, LLC

By  _____
Name: Piero Antinori
Title: President

Schedule A

Assigned IP

Trademarks

Trademark	Jurisdiction	Serial Number	Reg. Number	Filing Date	Registration Date	Status	Current Owner
HANDS OF TIME	U.S. Federal	86830335	4997894	November 24, 2015	July 12, 2016	Registered	PremiumCo LLC

TRADEMARK

REEL: 008159 FRAME: 0687

RECORDED: 08/08/2023