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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

v1.1 ETAS ID: TM835448

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jean-Claude Boisset Wines U.S.A., Inc.		05/30/2023	Corporation:

RECEIVING PARTY DATA

Name:	Premium Agave, LLC	
Street Address:	849 Zinfandel Ln	
City:	St. Helena	
State/Country:	CALIFORNIA	
Postal Code:	94574	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	97354807	CASA OBSIDIANA
Serial Number:	97354820	CASA OBSIDIANA
Serial Number:	97354814	CASA OBSIDIANA
Serial Number:	97354811	CASA OBSIDIANA

CORRESPONDENCE DATA

Fax Number:

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) 526-4200

Email: jdawson@cmprlaw.com

Correspondent Name: John B. Dawson

Address Line 1: 100 B Street, Suite 400

Address Line 4: Santa Rosa, CALIFORNIA 95401

ATTORNEY DOCKET NUMBER:	2236.0084
NAME OF SUBMITTER:	John B. Dawson
SIGNATURE:	/John B. Dawson/
DATE SIGNED:	08/29/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 30, 2023 (the "Effective Date"), by and between Jean-Claude Boisset Wines U.S.A., Inc., a California corporation ("Assignor"), and Premium Agave, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

- A. Assignor is the sole and exclusive owner of, and has used and/or intends to use, the trademarks which are set forth in <u>Exhibit A</u> attached hereto and incorporated herein in interstate commerce (collectively, the "**Trademarks**"), and has filed an application with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, but has not yet filed an allegation of use of the marks under Section 1(c) or 1(d) of the Trademark Act (15 USC § 1051(c) or (d)).
- B. Assignee desires to acquire from Assignor all its rights, title, and interest in the Trademarks and all business goodwill related therewith.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Assignor hereby irrevocably assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interest in and to the Trademarks in the identified application as part of the entire business or portion thereof to which the Trademarks pertain as required by Section 10 of the Trademark Act (15 USC § 1060), including, without limitation, the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks, all application and registration rights with respect to the Trademarks, free of all liens and monetary encumbrances, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Trademarks or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.
- 2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 3. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment.
- 4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.





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5. This Assignment shall be governed by the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)



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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSI	GNOR:
Jean-	Claude Boisset Wines U.S.A., Inc., a California corporation
By:	Kenneth Hoernlein, Senior Vice-President of Sales
ASSI	GNEE:
Prem	ium Agave, LJC, a Delaware limited liability company
By:	Francisco Quijano, Manager
By:	Jorge Beckmann González, Manager
By:	Lisa Heisinger, Manager
By;	Kenneth Hoernlein, Manager

EXHIBIT A

TRADEMARKS

USPTO Serial No.	Trademark	Class/Goods
97-354,814	CASA OBSIDIANA	Class 33 "Alcoholic beverages except beers; Spirits"
97-354,811	CASA OBSIDIANA	Class 32 "Beer, ale and lager"
97-354,820	CASA OBSIDIANA	Class 43 "Bar services; Restaurant services"
97-354,807	CASA OBSIDIANA	Class 3 "Fragrances and perfumery"

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RECORDED: 08/29/2023