

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837066

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                       |
| DANIEL PETROSKI   |  | 08/30/2023            | INDIVIDUAL:                              |
| MASSICAN LLC  |  | 08/30/2023            | Limited Liability Company:<br>CALIFORNIA |
| <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: 2</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4862597  | ANNIA                 |  |
| <b>Registration Number:</b>   | 3848938  | MASSICAN              |  |
| <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>   | 09/05/2023   |                       |  |
| <b>Total Attachments: 4</b>   |  |                       |  |
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OP \$65.00 4862597

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of August 30, 2023, by and among DANIEL PETROSKI, an individual ("Petroski"), and MASSICAN LLC, a California limited liability company (the "LLC" and, together with Petroski, each an "Assignor" and, collectively, "Assignors"), and E. & J. Gallo Winery, a California corporation ("Assignee").

### RECITALS

**WHEREAS**, Assignors (individually or together) are the current owners of all right, title and interest in and to 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 Assignors desire to assign all right, title and interest in and to each of their respective Trademarks, and the goodwill associated therewith, to Assignee; and

**WHEREAS**, the parties are concurrently entering into an Asset Purchase Agreement dated August 30, 2023 (the "Agreement"), pursuant to which the Assignee is purchasing the Brand Portfolio and certain assets associated with the Business and/or the Brand Portfolio (both as defined in the Agreement) from Assignors, and this Assignment is subject to and in furtherance of the terms of that Agreement.

**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. Assignors hereby irrevocably sell, transfer, assign and set 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, renewals and other issuances thereof;
- 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. Assignors agree 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 to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

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

**ASSIGNORS:**

**MASSICAN LLC**

By: *Dan Petroski*

Name: Dan Petroski

Title: Member

**ASSIGNEE:**

**E. & J. GALLO WINERY**

By: *Joe Gallo*  
Joseph Gallo [Aug 29, 2023 16:19 PST]

Name: Joe C. Gallo

Title: VP/GM Luxury Wine

*Dan Petroski*  
**DAN PETROSKI**

Schedule A

To the Assignment of Trademarks

TRADEMARKS

| Country | Mark          | Appl/Reg. No/Status | Goods/services  |
|---------|---------------|---------------------|---|
| US      | ANNIA         | Reg. No. 4862597    | Cl. 33: Aperitif wines; dessert wines; fortified wines; grape wine; natural sparkling wines; port wines; red wine; rose wine; sparkling wines; still wines; sweet wines; table wines; white wine; wine; wines               |
| US      | MASSICAN      | Reg. No. 3848938    | Cl. 33: Natural sparkling wines; port wines; red wine; red wines; sparkling wines; still wines; sweet wines; table wines; white wine; wine; wines; wines and fortified wines; wines and liqueurs; wines and sparkling wines |
| US      | GEMINA        | Common law          |   |
| US      | EMILIA BIANCA | Common law          |   |
| US      | GASPARE       | Common law          |   |
| US      | BIRRA BIANCA  | Common law          |   |
| US      | JULIANA       | Common law          |   |
| US      | VINO BIANCO   | Common law          |   |
| US      | LA DOLCE VITA | Common law          |   |

Assignment of Trademarks