

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820146

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900746888
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northern Holding, LLC		10/27/2020	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Fluid Wine Fund I, LLC
Street Address:	13217 Jamboree Rd Suite 429
City:	Tustin
State/Country:	CALIFORNIA
Postal Code:	92782
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75526269	RABBIT RIDGE

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: 6618777525
Email: steven@jwc.wine
Correspondent Name: Steven Jones
Address Line 1: 179 Niblick Road
Address Line 2: Suite 326
Address Line 4: Paso Robles, CALIFORNIA 93446

NAME OF SUBMITTER:	Steven Jones
SIGNATURE:	/Steven Jones/
DATE SIGNED:	06/27/2023

Total Attachments: 3

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source=PSA of Corp to Fluid#page2.tif

AGREEMENT TO PURCHASE AND SELL A CORPORATION AND ASSETS
as of 10/27/2020

This serves as a purchase and sale agreement ("PSA") between the Parties identified below ("Buyer" and "Seller") for the purpose of defining and executing a definitive Purchase and Sale Agreement ("PSA") of a corporation, its assets and wine inventory.

Fluid Wine Fund I, LLC ("Buyer") wishes to acquire, and Northern Holding, LLC, ("Seller") wishes to sell the corporation and its assets including inventory, brands, and intellectual property related to Rabbit Ridge Wine Sales, Inc. The following terms shall apply to the sale of RFV/ RRWS:

Purchase Price: Two point five million (\$2,500,000) for Seller's right, title and interest in RRWS. Plus, Wine Inventory, both cased goods and bulk, subject to review of current wine inventory list, IP, all brands, bank accounts, equipment, tasting room lease and customer lists.

Seller shall assign EDIL and payables at close. As well receivables shall be assigned. In addition a cash amount of \$163,050.00 shall be left in company to cover short term operating expenses. RRWS and its assets are being sold As-Is.

Seller Notes: Fluid Wine Fund, LLC entity will have notes due Seller as follows:

- 1) In the amount of \$2,500,000 for the balance of purchase price The note will accrue 4.5% interest annually. Principal and interest are due in a balloon payment at 5 years. Seller shall leave \$163,050.00 cash in at close.
- 2) Buyer will issue Seller a 90-day note at 5.5% annual interest compounded monthly for the \$163,050.00 cash at close. This amount can be pre-paid without penalty to cover lease payments and other obligations.

Purchase Funds: Buyer states that all purchase funds are in the form of debt assumptions and seller note.

Timing & Due Diligence:

Due Diligence: Buyer removes all contingencies upon mutual execution of PSA. However, Buyer may continue to perform inspections and tests as required by Buyer (provided that Buyer may not conduct invasive tests without the prior consent of Seller, which consent may be granted or withheld by Seller in its sole discretion), in all cases at Buyer's sole cost.

Close shall occur 10/27/2020 upon mutual execution of PSA, unless amended.

2020 Crop: Buyer is responsible for 2020 intake.

Seller's Documents: Seller shall provide to Buyer, as reasonably available after Opening of Escrow, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of Seller.

Confidentiality: Buyer and Seller agree that all terms of this PSA and the PSA shall remain confidential and shall not be disclosed to third parties, except legal and financial advisors of

Buyer and Seller, staff personnel, and those parties necessary to arrange and fund the acquisition and development financing.

Disclaimer and Indemnification: All statements and terms contained in this Agreement are based on Owner's current assumptions and knowledge as of the date of its presentation. Seller and Seller's Agent offer no warranty, and advise Buyer to rely solely on Buyer's discovery. Seller holds Buyer harmless and indemnifies Buyer from liability resulting from this transaction.

Accepted and Agreed to:

Seller: _____ Date: 10/27/2020
Lee Coddling
Northern Holding, LLC

Buyer: _____ Date: 10/27/2020
Lee Coddling
Fluid Wine Fund I, LLC

See Attached for
Notary Certificate

cc: Steven Jones

WJ

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo } s.s.

Subscribed and sworn to (or affirmed) before me on this 5th day of November,
Month

2020, by Lee Coddling and
Name of Signer (1)

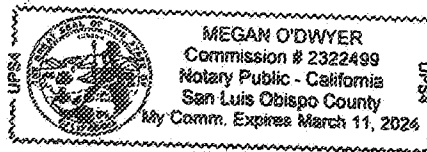
N/A, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Megan O'Dwyer
Signature of Notary Public

Megan O'Dwyer

For other required information (Notary Name, Commission No. etc.)



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Agreement to Sell ^{the} Purchase and
Sell a Corporation and Assets

containing 2 pages, and dated 10/27/2020

Method of Affiant Identification
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____