

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ren Acquisition, Inc.		09/19/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Flying Blue Imports, LLC		
Also Known As:	AKA Flying Blue		
Street Address:	120 Bishops Way, Ste 124		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53005		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4665474	BBQ ZINFANDEL	
Registration Number:	4472331	CLEAVER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	414-975-0500		
Email:	roger@flyingblueimports.com		
Correspondent Name:	Roger A. Scommegna		
Address Line 1:	120 Bishops Way, Ste 124		
Address Line 4:	Brookfield, WISCONSIN 53005		
NAME OF SUBMITTER:	Roger A. Scommegna		
SIGNATURE:	/Roger A. Scommegna/		
DATE SIGNED:	09/20/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated September 19, 2023 between Ren Acquisition, Inc., a California corporation ("Assignor"), and Flying Blue Imports, LLC, a Wisconsin Limited Liability Company ("Assignee", and each of Assignor and Assignee, a "Party").

WHEREAS, the Parties jointly executed a Sales and Purchase Agreement ("Sales and Purchase Agreement") on February 8, 2021; and

WHEREAS, among other provisions, the aforementioned Sales and Purchase Agreement called for the assignment of certain intellectual property from Assignor to Assignee, including right, title and interest in and to the Assigned Marks (as defined below); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to the trademarks set forth in Schedule A hereto, and any goodwill associated with any of the foregoing (collectively, the "Assigned Marks").

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Wisconsin without regard to the conflict of law rules of such state.


[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

REN ACQUISITION, INC

By: 
Name: James Silver
Title: Managing Director

FLYING BLUE IMPORTS, LLC

By: 
Name: Roger Scommegna
Title: Owner

**SCHEDULE A
“Assigned Marks”**

COUNTRY	MARK	STATUS	SERIAL NUMBER	REGISTRATION NUMBER	OWNER NAME	CLASS(S)
United States of America	BBQ ZINFANDEL	Registered	85777183	4665474	Ren Acquisition, Inc.	33 Wine and Spirits Products
Colombia	CLEAVER	Registered	SD2017/0004428	639217	Ren Acquisition, Inc.	33 Int. Wines
European Union (Community)	CLEAVER	Registered	15389191	15389191	Ren Acquisition, Inc.	33 Int. Alcoholic beverages, including wines and spirits
Mexico	CLEAVER	Registered	1742076	1664254	Ren Acquisition, Inc.	33 Int. Alcoholic beverages (except beers), including wines and spirits
United Kingdom	CLEAVER	Registered	UK60915389191	UK60915389191	Ren Acquisition, Inc.	33 Int. Alcoholic beverages, including wines and spirits
United States of America	CLEAVER	Registered	85814245	4472231	Ren Acquisition, Inc.	33 Int. Wines

SCHEDULE B
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Ren Acquisition, Inc., a corporation duly organized and existing under the laws of the State of California ("Assignor"), with an address of 2771 Napa Valley Corporate Drive, Napa, CA 94558, owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "Assigned Marks") and all foreign registrations everywhere in the world; and

WHEREAS, Flying Blue Imports, LLC, a limited liability company duly organized and existing under the laws of the State of Wisconsin ("Assignee"), with an address of 1230 Bishops Way, Ste 124, Brookfield, WI 53005, desires to acquire all right, title and interest in and to the Assigned Marks, the registrations thereof, and the goodwill associated therewith.


NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby.

09-19-2023

Date

Ren Acquisition, Inc.

By: _____



Name: James Silver

Title: Managing Director