

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rombauer Family Partnership II, LP		09/05/2023	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	E. & J. Gallo Winery		
Street Address:	600 Yosemite Boulevard		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95354		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3792744	ROMBAUER	
Registration Number:	6210802	ROMBAUER HOUR	
Registration Number:	4571069	R ROMBAUER VINEYARDS NAPA VALLEY	
Registration Number:	4546677	ROMBAUER VINEYARDS	
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>		
Email:	tm.group@ejgallo.com		
Correspondent Name:	Kristi W. Whalen		
Address Line 1:	600 Yosemite Boulevard		
Address Line 4:	Modesto, CALIFORNIA 95354		
NAME OF SUBMITTER:	Kristi W. Whalen		
SIGNATURE:	/kww/		
DATE SIGNED:	10/12/2023		
Total Attachments: 13			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of September 5, 2023, is made by Rombauer Family Partnership II, LP (“**Seller**”), a California limited partnership, in favor of E. & J. Gallo Winery (“**Buyer**”), a California Corporation, the purchaser of certain assets of Seller pursuant to a Brand Asset Purchase Agreement between Buyer and Seller, dated as of July 27, 2023 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions worldwide;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to all Purchased Intellectual Property (as further defined in the Purchase Agreement), including, without limitation, the following (the “**Assigned IP**”):

a. the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

b. Seller’s copyright rights in all original works of authorship used in connection with the marketing of Seller’s business, including its website, social media sites, label designs, package designs, and any multimedia content (the “**Copyrights**”);

c. the domain name registrations set forth on Schedule 2 hereto;

d. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

f. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall promptly take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer (or any successor or assignee thereto), including without limitation, to allow Buyer to own, use, and/or register any future marks containing ROMBAUER. In the event Seller is not available upon fourteen (14) calendar days' written request to execute such instruments, Seller hereby appoints Buyer its attorney-in-fact to execute such instruments on Seller's behalf.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Venue. Section 9.13 of the Purchase Agreement is incorporated herein by this reference; provided, that the term the "Agreement" as used in such Section shall be deemed to refer to this IP Assignment for all purposes of this Section 6.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**ROMBAUER FAMILY PARTNERSHIP
II, LP**

By: 

Lynn Sletto, Authorized Officer

c/o Rombauer Vineyards, Inc.
3522 Silverado Trail
St. Helena, CA 94574

[Notary acknowledgement on next page.]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Stanislaus

On October 4, 2023 before me, Aracely Chavez Penueles, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lynn Stetto
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Aracely C. Penueles
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment

Document Date: September 5, 2023 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lynn Stetto Signer's Name: _____

Corporate Officer – Title(s): Vice President Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: Rombauer Family Partnership II, LLP Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Stanislaus }

On September 6, 2023 before me, Felix P. Perez - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brant Scott
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Felix P. Perez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator



Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

SCHEDULE I

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

Mark	Owner of Record	Status	Filing Date	Application / Serial No.	Registration Number	Registration Date
ROMBAUER	Rombauer Family Partnership II, L.P.	Live	Oct 01, 2009	77839514	3,792,744	May 25, 2010
ROMBAUER HOUR	Rombauer Family Partnership II, L.P.	Live	May 05, 2020	88915019	6,210,802	Dec. 01, 2020
	Rombauer Family Partnership II, L.P.	Live	Aug 08, 2013	86033054	4,571,069	Jul. 22, 2014
	Rombauer Family Partnership II, L.P.	Live	Aug 08, 2013	86033105	4,546,677	Jun. 10, 2014

Foreign Trademark Registrations

Mark	Jurisdiction	Owner of Record	Status	Filing Date	Application / Serial No.	Registration Number	Registration Date
ROMBAUER	Anguilla	Rombauer Family Partnership II, L.P.	Pending	July 09, 2019	99310622	6282	July 09 2019
ROMBAUER	Aruba	Rombauer Family Partnership II	Registered	May 27, 2019	IM-190527.16	35555	Feb 04 2020
ROMBAUER	Australia	Rombauer Family Partnership II, L.P.	Registered	June 27, 2012	1511311	WIPO Reg. 1125200; Aus RN 1511311	Jun 27 2012
ROMBAUER	Belize	Rombauer Family Partnership II, L.P.	Registered	July 18, 2019	15478.19	15478.19	Jul 18 2019
ROMBAUER	Bermuda	Rombauer Family Partnership II, L.P.	Registered	July 9, 2019	57865	57685	Jul 07, 2020
ROMBAUER	Brazil	Rombauer Family Partnership II, L.P.	Registered	May 28, 2019	917416511	917416511	Dec 24 2019
ROMBAUER	British Virgin Islands	Rombauer Family Partnership II, L.P.	Registered	June 12, 2019	8002	8002	Oct 11 2019

Mark	Jurisdiction	Owner of Record	Status	Filing Date	Application / Serial No.	Registration Number	Registration Date
ROMBAUER	Canada	Rombauer Family Partnership II, L.P.	Live	April 20, 2015	1724572	TMA935888	Apr 25 2016
ROMBAUER	Cayman Islands	Rombauer Family Partnership II, L.P.	Registered	May 29, 2019	T0001028	T0001028	Jan 02 2020
ROMBAUER	China	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012
ROMBAUER	Costa Rica	Rombauer Family Partnership II, L.P.	Registered	Nov 13, 2019	2019-006168	285872	Jan 20 2020
ROMBAUER	Cuba	Rombauer Family Partnership II, L.P.	Registered	July 22, 2019	CM/A/1/1125200	1125200	Jun 27 2012
ROMBAUER	Dominica	Rombauer Family Partnership II, L.P.	Registered	July 12, 2019	99311242	692019	Dec 31 2019
ROMBAUER	EUTM	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012
ROMBAUER	France	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012

Mark	Jurisdiction	Owner of Record	Status	Filing Date	Application / Serial No.	Registration Number	Registration Date
ROMBAUER	Hong Kong	Rombauer Family Partnership II, L.P.	Registered	April 1, 2015	303360924	303360924	Dec 31 2015
ROMBAUER	WPO	Rombauer Family Partnership II, L.P.	Registered	June 27, 2012		1125200	Jun 27 2012
ROMBAUER	Jamaica	Rombauer Family Partnership II, L.P.	Registered	May 29, 2019	077756	77756	Feb 21 2020
ROMBAUER	Japan	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012
ROMBAUER	Korea (South)	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012
ROMBAUER	Macau	Rombauer Family Partnership II, L.P.	Registered	Oct 24, 2019	N/161164	161164	Apr 09 2020
ROMBAUER	Mexico	Rombauer Family Partnership II, L.P.	Registered		M1611837	1125200; MX Reg. No. 1630891	Jun 27 2012
ROMBAUER	New Zealand	Rombauer Family Partnership II, L.P.	Registered	May 23, 2019	1123527	1125200; NZ Reg. No. 1123527	Jun 27 2012

Mark	Jurisdiction	Owner of Record	Status	Filing Date	Application / Serial No.	Registration Number	Registration Date
ROMBAUER	Norway	Rombauer Family Partnership II, L.P.	Received		201908383	1125200	March 1, 2020
ROMBAUER	Panama	Rombauer Family Partnership II, L.P.	Registered	July 11, 2019	274923 / M274923-01	27492301	Feb 03 2020
ROMBAUER	Puerto Rico	Rombauer Family Partnership II, L.P.	Registered	June 05 2019	234461-33-1	221448	Jun 05 2019
ROMBAUER	Russian Federation	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012
ROMBAUER	Singapore	Rombauer Family Partnership II, L.P.	Registered	March 6, 2020	40201925363P	1125200 Singapore Reg # 40201925363P	Jun 27 2012
ROMBAUER	Switzerland	Rombauer Family Partnership II, L.P.	Registered		1125200	1125200	Jun 27 2012
ROMBAUER	Turks & Caicos Islands	Rombauer Family Partnership II, L.P.	Registered	June 11, 2019	19817	19817	Jun 11 2019
ROMBAUER	United Kingdom	Rombauer Family Partnership II, L.P.	Registered	June 27, 2012	UK00801125200	UK00801125200	Jun 27 2012

Trademark Applications

Mark	Jurisdiction	Owner	Application Serial Number	Filing Date	Status
ROMBAUER	Bahamas	Rombauer Family Partnership II, L.P.	43733	Jun 19 2019	Awaiting Publication
ROMBAUER	Nigeria	Rombauer Family Partnership II, L.P.	2019151531	Jun 17 2019	Awaiting Registration Certificate

SCHEDULE II

DOMAIN NAMES

Domain Name	Owner	Registration Date	Expiration Date/ Renewal Status
rombauer.wine	Rombauer Family Partnership II, L.P.	1/19/16	1/19/24
rombauer.vin	Rombauer Family Partnership II, L.P.	1/19/16	1/19/24
rombauervineyards.wine	Rombauer Family Partnership II, L.P.	1/19/16	1/19/24
rombauervineyards.vin	Rombauer Family Partnership II, L.P.	1/19/16	1/19/24
thejoyofwine.wine	Rombauer Family Partnership II, L.P.	1/19/16	1/19/24
thejoyofwine.vin	Rombauer Family Partnership II, L.P.	1/19/16	1/19/24