

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driscoll Wine Company, LLC		10/27/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	New Last Bottle, Inc.		
Street Address:	255 Lombard Road, Ste B		
City:	American Canyon		
State/Country:	CALIFORNIA		
Postal Code:	94503		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86215201	HIBOU	
Serial Number:	86606169	TILTH	
CORRESPONDENCE DATA			
Fax Number:	7073407239		
<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:	707-252-7122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1500 First Street, Suite 200		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	NEWL06-03		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	11/15/2023		
Total Attachments: 3			
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source=Assignment for Winebid#page3.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is effective as of 10/27, 2023 (the “Effective Date”), by and between Driscoll Wine Company, LLC, a California limited liability company with its principal place of business at 1517 Chablis Cir Saint Helena, CA 94574 (“ASSIGNOR”), and New Last Bottle, Inc., a Delaware Corporation, with its principal place of business at 255 Lombard Rd Ste. B, American Canyon, California 94503 (“ASSIGNEE”).

WHEREAS, ASSIGNOR, ASSIGNEE entered into an Asset Purchase Agreement, dated as of 10/27, 2023 (“Purchase Agreement”), pursuant to which ASSIGNOR is selling, assigning, conveying, transferring and delivering certain assets to ASSIGNEE, including, without limitation, all of ASSIGNOR’s right, title and interest in and to the trademarks listed on the attached Schedule A (herein defined as “TRADEMARKS”), and ASSIGNEE is purchasing such assets.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, ASSIGNOR hereby sells, assigns, conveys, transfers and delivers to ASSIGNEE, its successors and assigns, all right, title and interest in and to all TRADEMARKS, together with the goodwill of the business which they represent symbolized by the TRADEMARKS, any common law rights in such TRADEMARKS, and all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment contemplated hereby.

ASSIGNOR hereby requests the United States Commissioner of Patents and Trademarks to record this Assignment, as to the assigned TRADEMARKS herein referred to.

This Assignment, and all claims or causes of action that are based on, arise out of, or relate to this Assignment, shall be exclusively governed by and construed in accordance with the Laws of the State of California, without regard to its conflicts of law rules.

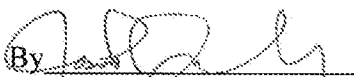
This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank. Signatures pages follow.]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have each caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

Driscoll Wine Company, LLC

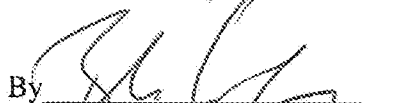
By 

Name: Jason Driscoll

Its: Owner

ASSIGNEE:

New Last Bottle, Inc.

By 

Name: Blake Van Treese

Its: President

SCHEDULE A
TO TRADEMARK ASSIGNMENT

Schedule 1.01(a)
Trademarks

1. HIBOU

a. Word Mark: HIBOU

b. Status: Live

c. Date Filed: March 7, 2014

d. USPTO Serial #: 86215201

2. TILTH

a. Word Mark: TILTH

b. Status: Live

c. Date Filed: April 22, 2015

d. USPTO Serial #: 86606169