

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM870125

<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>
Trinity Valley Vineyards, LLC		01/16/2024	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nelson and Sons, Incorporated		
<b>Street Address:</b>	550 Nelson Ranch Road		
<b>City:</b>	Ukiah		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95482		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4843147	TRINITY RIVER VINEYARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7074429251		
<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>Phone:</b>	7074423791		
<b>Email:</b>	pam@dunmartinek.com		
<b>Correspondent Name:</b>	Pamela Giovannetti		
<b>Address Line 1:</b>	PO Box 1266		
<b>Address Line 4:</b>	Eureka, CALIFORNIA 95502		
<b>NAME OF SUBMITTER:</b>	Pamela Giovannetti		
<b>SIGNATURE:</b>	/Pamela Giovannetti/		
<b>DATE SIGNED:</b>	01/22/2024		
<b>Total Attachments: 2</b>			
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OP \$40.00 4843147

## ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is made as of January 16, 2024 (this "Assignment"), by and between TRINITY VALLEY VINEYARDS, LLC, a California limited liability company ("Assignor"), and NELSON AND SONS, INCORPORATED, a California corporation ("Assignee").

### RECITALS

WHEREAS, Assignor is the applicant and owner of United States trademark serial number 4843147 for word mark TRINITY RIVER VINEYARDS (the "Trademark"); and

WHEREAS, Assignor and Assignee desire to enter into this Assignment for the purpose of documenting the transfer of the Trademark to Assignee.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Trademark, together with any goodwill associated therewith, for Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; and the right to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Trademark, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

2. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.


3. Amendment. This Assignment may not be amended except by an instrument in writing signed on behalf of each of Assignee and Assignor.

4. Severability. Whenever possible, each provision or portion of any provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in *.pdf* format shall be sufficient to bind the parties to the terms and conditions of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

TRINITY VALLEY VINEYARDS, LLC



By Lane DeVries, its Manager