# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM871238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vokin LLC		01/22/2024	Limited Liability Company: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	Bronco Wine Company	
Street Address:	6342 Bystrum Road	
City:	Ceres	
State/Country:	CALIFORNIA	
Postal Code:	95307	
Entity Type:	Corporation: CALIFORNIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5683992	BRONCO BOURBON

## CORRESPONDENCE DATA

Fax Number: 6172359493

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: 212-596-9287

ustrademarkmail@ropesgray.com Email: **Correspondent Name:** Nicole Mollica, Ropes & Gray LLP Address Line 1: 1211 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	BWIM-TIP
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	01/25/2024

## **Total Attachments: 2**

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> **TRADEMARK** REEL: 008327 FRAME: 0668

# TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is effective as of January 22, 2024 (the "Effective Date"), by and between Vokin LLC, a Michigan limited liability company with an address of 4616 Desert Bridge Court, Highland, Michigan 48356 ("<u>Assignor</u>"), and Bronco Wine Company, a California corporation with an address of 6342 Bystrum Road, Ceres, California 95307 ("<u>Assignee</u>").

WHEREAS, Assignor has certain rights in and to the BRONCO BOURBON trademark, including U.S. Application Serial No. 87898887 for "distilled spirits" in International Class 33 (collectively, the "Mark"); and

WHEREAS, Assignor and Assignee have agreed Assignor will sell, assign, and transfer all of its rights, title, and interests in and to the Mark to Assignee, including all common law rights therein and goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignment. Assignor agrees to assign and hereby sells, assigns, and transfers to Assignee, its successors, and assigns, all of Assignor's worldwide rights, title, and interests in and to the Mark, together with the goodwill of the business symbolized by and associated with the Mark, including without limitation all registrations and applications for the Mark, all common law rights in and to the Mark, and all rights to sue for past, present, and future infringement and misappropriation of the Mark.
- 2. Limited License. Assignee hereby grants Assignor a non-assignable, non-exclusive, royalty-free license to use the Mark solely in connection with the advertising, promotion, offering for sale, and sale of the \$14,900 of bourbon product in Assignor's possession as of the Effective Date until six months after that date (the "Phase-Out Date"). As of the Phase-Out Date, Assignor will permanently cease all use of the Mark, or any other mark, domain name, or business name consisting of or including BRONCO, for or in connection with alcoholic beverages or related goods or services.
- 3. Recordation. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Mark.
- 4. Further Assurances. At the reasonable request of Assignee and at Assignee's expense, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, in order to effectively transfer, contribute, assign, and deliver to Assignee all rights, title, and interests in, to, and under the Mark.
- 5. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

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- 6. Governing Law. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.
- 7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission will be as effective as an original executed signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**VOKIN LLC** 

**BRONCO WINE COMPANY** 

Name: Title:

">TWVGNL" Jalinson

MANAGING MANAGER

James H. McPhail General Counsel