

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI27706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BJCO, LLC		02/13/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company 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: 6			
Property Type	Number	Word Mark	
Registration Number:	6200959	BEACH JUICE	
Registration Number:	6365308	BEACH JUICE	
Registration Number:	5858998	BEACH JUICE	
Registration Number:	6849388	BEACH JUICE ROSÉ WINE CALIFORNIA BEACH JUICE ROSE	
Registration Number:	6862085	BEACH JUICE WITH BUBBLES ROSE WINE BEACH JUICE ROSE BEACH JUICE CALIFORNIA	
Registration Number:	7216266	BEACH JUICE FUN WINS	
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:	2093413717		
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:	Mary Nona		
SIGNATURE:	Mary Nona		
DATE SIGNED:	02/14/2024		

OP \$165.00.00 88095569

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this “**Assignment**”) is made and entered into as of February 13, 2024, by and between **BJCO, LLC**, a Delaware limited liability company having an address at 3 Deer Ridge Lane, Armonk, NY 10504 (“**Assignor**”), and **E. & J. Gallo Winery**, a California corporation, located at 600 Yosemite Blvd, Modesto, CA 95354 (“**Assignee**”)

RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule A hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of the Trademarks, and the goodwill associated therewith, to Assignee; and

WHEREAS, the parties are concurrently entering into an Intellectual Property Acquisition Agreement dated February 12, 2024 (the “**Agreement**”), pursuant to which the Assignee is purchasing the Brand Assets (as defined in the Agreement) from Assignor, and this Assignment is subject to and in furtherance of the terms of that Agreement.

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

1. Assignment. Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

a. The Trademarks and all registrations, pending applications, extensions, renewals and other issuances thereof;

b. All rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and

c. The right to recover for damages and profits for past infringements of the Trademarks.

2. Recordation. At Assignee's sole cost and expense, Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor, and to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

ASSIGNOR:

BJCO, LLC


By: ☆ _____

Name: Andy Frank

Title: Manager

ASSIGNEE:

E. & J. GALLO WINERY

By: 
Walter West (Feb 13, 2024 17:05 PST)

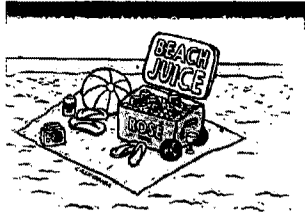
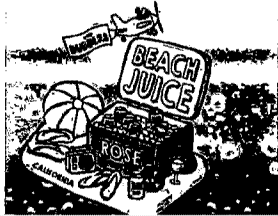
Name: Walter Britton West II

Title: SVP and GM Spirit of Gallo

Schedule A

To the Assignment of Trademarks

TRADEMARKS

Country	Mark	Appl/Reg. No	Goods/services
US	BEACH JUICE	Reg. No. 6200959	Cl. 25 Hats; sweatshirts; t-shirts
US	BEACH JUICE	Reg. No. 6365308	Cl. 33 Hard seltzer; prepared alcoholic cocktail
US	BEACH JUICE	Reg. No. 5858998	Cl. 33 Wine
US	BEACH JUICE FUN WINS	Reg. No. 7216266	Cl. 33 Wine; alcoholic beverages, except beer; distilled spirits; hard seltzer; prepared alcoholic cocktail
US	BEACH JUICE (Label design) 	Re. No. 6849388	Cl. 33 Wine
US	BEACH JUICE (Label design) 	Reg. No. 6862085	Cl. 33 Wine