

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI28551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weibel Incorporated		07/27/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Rb Wine Associates, LLC		
Street Address:	499 Moore Lane		
City:	Healdsburg		
State/Country:	CALIFORNIA		
Postal Code:	95448		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1623934	CHATEAU ELYSEES	
Registration Number:	788824	CHATEAU NAPOLEON	
Registration Number:	1594487	JACQUES REYNARD	
Registration Number:	1439446	STANFORD	
Registration Number:	3248731	TRUSCOTT	
Registration Number:	1389362	TRUST YOUR TASTE	
Registration Number:	2244194	W	
Registration Number:	796085	WEIBEL	
Registration Number:	6781422	DISTURBED VINE	
Registration Number:	2591375	A WEDDING CELEBRATION	
Registration Number:	1440130	WEIBEL W WINERY ESTABLISHED 1869	
CORRESPONDENCE DATA			
Fax Number:	2144143814		
<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:	2144143816		
Email:	dustin@regitzmauck.com		
Correspondent Name:	Mr. Dustin Mauck		
Address Line 1:	1700 Pacific Ave, Suite 2610		
Address Line 4:	Dallas, TEXAS 75201		

OP \$290.00.00 73818208

NAME OF SUBMITTER:	Dustin Mauck
SIGNATURE:	Dustin Mauck
DATE SIGNED:	03/28/2024

Total Attachments: 22

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into on July 27, 2023 (the "Effective Date"), by and among Weibel Incorporated, a California corporation (the "Company"), Fred E. Weibel, Jr., an individual ("Weibel"), Fred E. Weibel, Jr. as the successor sole Trustee of the Weibel 1996 Living Trust Agreement, UTD October 15, 1996, as Fourth Amended and Restated on October 6, 2017 (the "Trust", and together with the Company and Weibel, "Sellers"), and Rb Wine Associates, LLC, a California limited liability company ("Buyer"). Sellers and Buyer are referred to herein each as a "Party" and collectively as the "Parties." Capitalized terms used herein, but not defined, shall have the meanings set forth in the Purchase Agreement.

WHEREAS, Sellers and Buyer are the parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Sellers have agreed to assign, transfer, and convey to Buyer all of Sellers' right, title, and interest in and to intangible rights and property of Sellers related to the Business and/or the Transferred Assets, including all Owned Intellectual Property and all goodwill of or pertaining to the Business and/or the Transferred Assets, and without limitation, the Intellectual Property set forth on Exhibit A (the "Assigned IP"); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

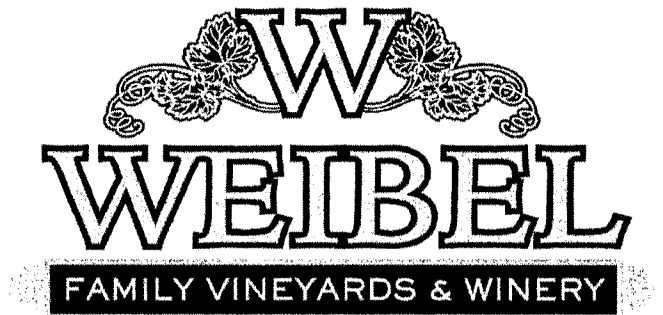
1. Assignment. Each Seller hereby irrevocably assigns to Buyer such Seller's entire right, title, and interest in and to the Assigned IP, including, without limitation, all goodwill appurtenant thereto, the right of priority to file and prosecute patent applications in any and all jurisdictions throughout the world with respect to the patentable subject matter included in the Assigned IP. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned IP, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom. To the full extent permissible under applicable law, each Seller hereby irrevocably and unconditionally assigns to Buyer and waives and agrees never to assert or enforce any moral rights in or with respect to any and all of the Assigned IP that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of moral rights. To the extent any intent-to-use applications for trademarks are included in the Assigned IP, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060.

2. Further Assurances; Attorney in Fact. Upon request by Buyer at reasonable times and on reasonable notice, Sellers shall, cooperate with Buyer and execute all documents and instruments and do all other things deemed necessary or useful by Buyer in connection with the assignment of the Assigned IP. Where Buyer is unable because of any Seller's unavailability, dissolution, or for any other reason, to secure such Seller's signature to any documentation such Seller is required to execute under this Section 2, then such Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as such Seller's agent and attorney-in-fact, to act for and in such Seller's behalf and stead to execute and file any such documentation and to do all other lawfully permitted acts in connection therewith with the same legal force and effect as if executed by such Seller.

Exhibit A

Assigned IP

Weibel Logos:



3. Delivery of Assigned IP Documents. Not later than five (5) days following the Effective Date, Sellers shall deliver to Buyer all Assigned IP Documents. For purposes of this Agreement, "Assigned IP Documents" means all documents, records, and files in the possession or control of any Seller or its counsel or agents relating to the Assigned IP, including, without limitation: (i) original patent or trademark applications for the Assigned IP; (ii) complete prosecution files and docketing reports, including materials filed or prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) originals of all assignment agreements in its possession relating to the Assigned IP; (iv) copies of laboratory notebooks, documents, records, and files relating to the conception or reduction to practice of the claims made in the Assigned IP; (v) copies of documents, records, and files relating to any marking activities or to the assertion, licensing, enforcement or defense of the Assigned IP; and (vi) copies of any other materials or information in the possession or control of, or known to, any Seller or its counsel, that is reasonably likely to be required to be produced in any litigation to enforce the Assigned IP; but with respect to all of the foregoing, specifically excluding any attorney-client or work-product privileged information.

4. Delivery of Domain Name Credentials. Sellers shall, not later than five (5) days after the Effective Date, deliver to Buyer all account information, contact information, passwords, or other access and control credentials for the domain names included in the Assigned IP.

5. General.

5.1 The terms of Section 2.5 of the Purchase Agreement are hereby incorporated by reference.

5.2 This Agreement, including all exhibits hereto, is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5.3 Any notice or other communication required or permitted to be delivered hereunder must be in writing and sent by reasonable means to the address of the Parties set forth in the Purchase Agreement. Such notice will be deemed to have been given when delivered, or, if delivery is not accomplished as a result of some action or inaction by the recipient, when tendered.

5.4 This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Agreement.

5.5 The relationship of the Parties is that of independent contractors, and this Agreement will not be construed to imply that either Party is the agent, employee, or joint venturer of the other Party.

5.6 This Agreement shall be governed by and construed in accordance with the Laws of the State of California (including in respect of the statute of limitations or other limitations period applicable to any state Law claim, controversy or dispute) that apply to agreements made and performed entirely within the State of California, without regard to the conflicts of law provisions thereof or of any other jurisdiction. Each Party hereto agrees and acknowledges that the application of the Laws of the State of California is reasonable and appropriate based upon the Parties' respective interests and contacts with the State of California. Each of the Parties waives any right or interest in having the Laws

Domain Name Registrations:

- www.weibel.com

Certificates of Label Approval with TTB (continued on next page)

of any other state, including specifically, state Law regarding the statute of limitation or other limitations period, apply to any Party's state Law claim, controversy or dispute which in any way arises out of or relates to this Agreement or the transactions contemplated hereby. Each Party, for itself and its successors and assigns, irrevocably agrees that any Proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought and determined in the Superior Court of California, San Joaquin County (or, if subject matter jurisdiction in that court is not available, in any appropriate federal courts in the United States District Court, Eastern District of California) (and each such Party shall not bring any Proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby in any court other than the aforesaid courts), and each Party, for itself and its successors and assigns and in respect to its property, hereby irrevocably submits with regard to any such Proceeding, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each Party, for itself and its successors and assigns, hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any such Proceeding: (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to lawfully serve process; (ii) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (a) such Proceeding in any such court is brought in an inconvenient forum; (b) the venue of such Proceeding is improper; and (c) this Agreement, any of the transactions contemplated hereby or the subject matter hereof or thereof, may not be enforced in or by such courts.

5.7 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto.

5.8 Waiver by either Party of a breach of any provision of this Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

5.9 This Agreement may only be amended, modified and supplemented by a written agreement executed by authorized representatives of each Party.

5.10 Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto; provided, however, that without such prior written consent: (i) Buyer may assign its rights and/or delegate its obligations under this Agreement (in whole but not in part) to any Affiliate of Buyer; (ii) any or all of the rights and interests and/or obligations of Buyer under this Agreement: (a) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of Buyer or any of its Affiliates (whereupon Buyer shall cease to have any further liabilities or obligations hereunder and thereunder); and (b) may be assigned as a matter of law to the surviving entity in any merger, consolidation, share exchange or reorganization involving Buyer or any of its Affiliates; and (iii) Buyer and its Affiliates shall be permitted to collaterally assign, at any time and in their sole discretion, their respective rights hereunder to any lender or lenders providing financing to Buyer or any of its Affiliates (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders or agent. Any purported assignment in violation of the provisions of this Agreement shall be null and void ab initio.



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CHATEAU ELYSEES

Word Mark CHATEAU ELYSEES

Translations THE ENGLISH TRANSLATION OF THE WORDS "CHATEAU" AND "ELYSEES" IN THE MARK IS "HOUSE" AND "ELYSIUM", RESPECTIVELY.

Goods and Services IC 033. US 047. G & S: SPARKLING WINE. FIRST USE: 19570000. FIRST USE IN COMMERCE: 19570000

Mark Drawing Code (1) TYPED DRAWING

Serial Number 73818208

Filing Date August 10, 1989

Current Basis 1A

Original Filing Basis 1A

Published for Opposition August 28, 1990

Registration Number 1623934

Registration Date November 20, 1990

Owner (REGISTRANT) **WEIBEL** INCORPORATED AKA MISSION VINTNERS CORPORATION CALIFORNIA Suite D 1 WINEMASTERS WAY LODI CALIFORNIA 95240

Attorney of Record Charles R. Cypher

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20200516.

Renewal 3RD RENEWAL 20200516

Live/Dead Indicator LIVE

[Signature Page Follows]



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CHATEAU
NAPOLEON

Word Mark CHATEAU NAPOLEON

Goods and Services IC 033. US 047. G & S: CHAMPAGNES AND SPARKLING WINES. FIRST USE: 19541215. FIRST USE IN COMMERCE: 19541215

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 72196828

Filing Date June 30, 1964

Current Basis 1A

Original Filing Basis 1A

Registration Number 0788824

Registration Date April 27, 1965

Owner (REGISTRANT) WEIBEL INCORPORATED DBA MISSION VINEYARDS CORPORATION CALIFORNIA P.O. BOX 87 WOODBRIDGE CALIFORNIA 95258

Attorney of Record Charles R. Cypher

Type of Mark TRADEMARK

Register PRINCIPAL

Affidavit Text SECT 15. SECTION 8(10-YR) 20150414.

Renewal 3RD RENEWAL 20150414

Live/Dead Indicator LIVE

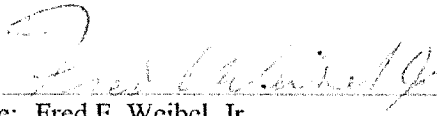
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

SELLERS:


Weibel Incorporated

By: 
Name: Fred E. Weibel, Jr.
Title: President

Fred E. Weibel, Jr., successor sole Trustee of the Weibel 1996 Living Trust Agreement, UTD October 15, 1996, as Fourth Amended and Restated on October 6, 2017

By: 
Name: Fred E. Weibel, Jr.
Title: Trustee

Fred E. Weibel, Jr.





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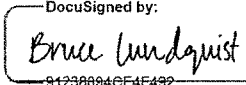
JACQUES REYNARD

Word Mark	JACQUES REYNARD
Goods and Services	IC 033. US 047. G & S: SPARKLING WINE. FIRST USE: 19660900. FIRST USE IN COMMERCE: 19660900
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73818207
Filing Date	August 10, 1989
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	February 6, 1990
Registration Number	1594487
Registration Date	May 1, 1990
Owner	(REGISTRANT) WEIBEL INCORPORATED AKA VALLEY VINEYARDS CORPORATION CALIFORNIA 1 WINEMASTER'S WAY SUITE D LODI CALIFORNIA 95240
Attorney of Record	Charles R. Cypher
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20200516.
Renewal	3RD RENEWAL 20200516
Other Data	THE NAME "JACQUES REYNARD" IS A FICTITIOUS NAME AND IS NOT THE NAME OF ANY LIVING PERSON.
Live/Dead Indicator	LIVE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

BUYER:

Rb Wine Associates, LLC

By:  DocuSigned by:
912388940E4F492
Name: Bruce Lundquist
Title: Co-Chief Executive Officer

[Signature Page to IP Assignment Agreement]



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STANFORD

Word Mark	STANFORD
Goods and Services	IC 033. US 047. G & S: SPARKLING WINES. FIRST USE: 19710827. USED IN ANOTHER FORM FIRST USED IN ANOTHER FORM ON AUGUST 31, 1964. FIRST USE IN COMMERCE: 19710827
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	73618414
Filing Date	September 8, 1986
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	February 17, 1987
Change In Registration	CHANGE IN REGISTRATION HAS OCCURRED
Registration Number	1439446
Registration Date	May 12, 1987
Owner	(REGISTRANT) WEIBEL INCORPORATED AKA WEIBEL CHAMPAGNE VINEYARDS CORPORATION CALIFORNIA One Winemaster Way Suite D Lodi CALIFORNIA 95240
Attorney of Record	CHARLES R. CYPHER
Prior Registrations	0962311
Description of Mark	The mark consists of the word STANFORD in all capital letters, with a block-style font and outline shadowing of the literal element.
Type of Mark	TRADEMARK
Register	PRINCIPAL-2(F)
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20170518.
Renewal	2ND RENEWAL 20170518



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TRUSCOTT

Word Mark	TRUSCOTT
Goods and Services	IC 033. US 047 049. G & S: WINE. FIRST USE: 20070129. FIRST USE IN COMMERCE: 20070216
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78827639
Filing Date	March 2, 2006
Current Basis	1A
Original Filing Basis	1B
Date Amended to Current Register	February 26, 2007
Registration Number	3248731
Registration Date	May 29, 2007
Owner	(REGISTRANT) WEIBEL INCORPORATED CORPORATION CALIFORNIA ONE WINEMASTER WAY, SUITE D LODI CALIFORNIA 94612
Attorney of Record	Charles R. Cypher
Type of Mark	TRADEMARK
Register	SUPPLEMENTAL
Affidavit Text	SECT 8 (6-YR). SECTION 8(10-YR) 20170706.
Renewal	1ST RENEWAL 20170706
Live/Dead Indicator	LIVE

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TRUST YOUR TASTE

Word Mark TRUST YOUR TASTE
Goods and Services IC 033. US 047. G & S: WINE. FIRST USE: 19840400. FIRST USE IN COMMERCE: 19840903
Mark Drawing Code (1) TYPED DRAWING
Serial Number 73552920
Filing Date August 12, 1985
Current Basis 1A
Original Filing Basis 1A
Published for Opposition January 14, 1986
Registration Number 1389362
Registration Date April 8, 1986
Owner (REGISTRANT) **WEIBEL** INCORPORATED AKA **WEIBEL** VINEYARDS CORPORATION CALIFORNIA Suite D One Winemaster Way Lodi CALIFORNIA 95240
Attorney of Record CHARLES R. CYPHER
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20160409.
Renewal 2ND RENEWAL 20160409
Live/Dead Indicator LIVE

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Word Mark W
Goods and Services IC 033. US 047 049. G & S: wine. FIRST USE: 19930500. FIRST USE IN COMMERCE: 19930500
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 75281757
Filing Date April 28, 1997
Current Basis 1A
Original Filing Basis 1A
Published for February 16, 1999
Opposition
Registration Number 2244194
Registration Date May 11, 1999
Owner (REGISTRANT) **WEIBEL** INCORPORATED AKA **Weibel** Estates CORPORATION CALIFORNIA One Winemaster Way Suite D Lodi CALIFORNIA 95240
Attorney of Record Charles R. Cypher
Prior Registrations 1440130;2142812
Description of Mark The drawing is lined for the color gold and the color gold is claimed as a feature of the mark.
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20190508.
Renewal 2ND RENEWAL 20190508
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Word Mark **WEIBEL**
Goods and Services IC 033. US 047. G & S: WINES, SPARKLING WINES, CHAMPAGNES, AND VERMOUTH. FIRST USE: 19070000. FIRST USE IN COMMERCE: 19070000
Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number 72206670
Filing Date November 20, 1964
Current Basis 1A
Original Filing Basis 1A
Registration Number 0796085
Registration Date September 14, 1965
Owner (REGISTRANT) **WEIBEL** INCORPORATED DBA **Weibel** Family Vineyards & Winery CORPORATION CALIFORNIA One Winemaster Way, Suite D LODI CALIFORNIA 95240
Attorney of Record CHARLES R. CYPHER
Prior Registrations 0412497
Type of Mark TRADEMARK
Register PRINCIPAL-2(F)
Affidavit Text SECT 15. SECTION 8(10-YR) 20150814.
Renewal 3RD RENEWAL 20150814
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UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

Commissioner for Trademarks
www.uspto.gov

OFFICIAL USPTO NOTICE OF PUBLICATION UNDER 12(a)

U.S. Application Serial No. 90793071
Mark: DISTURBED VINE
International Class(es): 033
Owner: Weibel Incorporated
Docket/Reference No.

Issue Date: March 30, 2022

Your mark is scheduled to publish in the *Trademark Official Gazette (TMOG)* on April 19, 2022.

Your mark appears to be entitled to register on the Principal Register, subject to any claims of concurrent use.

What happens when your mark publishes. Within 30 days of the publication date, any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time) with the Trademark Trial and Appeal Board. If no objection is filed, we will issue a registration.

View your mark in the TMOG after the publication date at <https://tmo.uspto.gov/> by selecting your publication date in the "issues" field, entering your serial number in the "search by" field, and clicking on the magnifying glass.

Ensure that the information in the TMOG is correct. If any information is incorrect, promptly request correction using the "Post-Approval/Publication/Post-Notice of Allowance (NOA) Amendment" form at <https://teas.uspto.gov/office/ppa/>. For more information, see <https://www.uspto.gov/trademark/trademark-updates-and-announcements/procedures-submitting-amendments-corrections-trademark>.

Direct questions about this notice to the Trademark Assistance Center (TAC) at 1-800-786-9199 (select option 1) or TrademarkAssistanceCenter@uspto.gov.

Email Address(es):

chaden@cypherlaw.com

From: lmch@uspto.gov
To: lisa@weibel.com
Subject: WBL-0104 - Renewal Accepted: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 2591375: A WEDDING CELEBRATION
Date: Thursday, October 13, 2022 5:02:47 PM

Hi Lisa,

I am happy to report that your US Trademark Registration for A WEDDING CELEBRATION in IC 33 has been renewed with the USPTO. The below email from the USPTO is the only documentation we get of the Renewal and Acceptance of Declaration of Use. Your registration is renewed for ten more years. We will be in touch before the next renewal, due in July 2032.

Kind regards,

Rachel

----- Forwarded Message -----

Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 2591375: A WEDDING CELEBRATION: Docket/Reference No. Weibel-0104

Date: Fri, 7 Oct 2022 23:15:56 -0400

From: LMCH@uspto.gov

Reply-To: LMCH@uspto.gov

To: lisa@weibel.com

CC: lmch@uspto.gov

U.S. Serial Number: 76294501

U.S. Registration Number: 2591375

U.S. Registration Date: Jul 9, 2002 Mark: A WEDDING CELEBRATION

Owner: WEIBEL INCORPORATED

Oct 7, 2022

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. The Section 8 declaration is accepted.

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. The registration is renewed.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):

033

TRADEMARK SPECIALIST

POST-REGISTRATION DIVISION

571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§ 1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

http://tsdr.uspto.gov/#caseNumber=76294501&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

http://tsdr.uspto.gov/#caseNumber=76294501&caseType=SERIAL_NO&searchType=documentSearch.

NOTE: This notice will only become available on-line the next business day after receipt of this e-mail.

For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark> or contact the Trademark Assistance Center at 1-800-786-9199.



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Word Mark WEIBEL W WINERY ESTABLISHED 1869
Goods and Services IC 033. US 047. G & S: WINE. FIRST USE: 19860200. FIRST USE IN COMMERCE: 19860300
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 05.09.02 - Grapes
 26.03.17 - Concentric ovals ; Concentric ovals and ovals within ovals ; Ovals within ovals ; Ovals, concentric
 26.03.21 - Ovals that are completely or partially shaded
 26.11.02 - Plain single line rectangles ; Rectangles (single line)
 26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines ; Overlined words or letters ; Underlined words or letters
Serial Number 73610565
Filing Date July 21, 1986
Current Basis 1A
Original Filing Basis 1A
Published for Opposition February 24, 1987
Registration Number 1440130
Registration Date May 19, 1987
Owner (REGISTRANT) WEIBEL INCORPORATED AKA WEIBEL VINEYARDS CORPORATION CALIFORNIA One Winemaster Way Suite D Lodi CALIFORNIA 95240
Attorney of Record CHARLES R. CYPHER
Prior Registrations 0796085;0987024;1068674;1275454;1303012
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WINERY ESTABLISHED 1869" APART FROM THE MARK AS SHOWN
Description of Mark THE LINING IN THE MARK IS A DESIGN FEATURE OF THE MARK AND DOES NOT INDICATE COLOR.

Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20161211.
Renewal 2ND RENEWAL 20161211
Live/Dead Indicator LIVE

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Registered Trademarks and Trademark Applications

Trademark	Jx	Owner	App. Date	App. No.	Reg. Date	Reg. No.	Status
CHATEAU ELYSEES	US	WEIBEL INCORPORATED	Aug. 10, 1989	73818208	Nov. 20, 1990	1623934	Registered
CHATEAU NAPOLEON & Design	US	WEIBEL INCORPORATED	Jun. 30, 1964	72196828	Apr. 27, 1965	788824	Registered
JACQUES REYNARD	US	WEIBEL INCORPORATED	Aug. 10, 1989	73818207	May 01, 1990	1594487	Registered
STANFORD & Design	US	WEIBEL INCORPORATED	Sep. 8, 1986	73618414	May 12, 1987	1439446	Registered
TRUSCOTT	US	WEIBEL INCORPORATED	Mar. 2, 2006	78827639	May 29, 2007	3248731	Registered
TRUST YOUR TASTE	US	WEIBEL INCORPORATED	Aug. 12, 1985	73552920	Apr. 8, 1986	1389362	Registered
W & Design	US	WEIBEL INCORPORATED	Apr. 28, 1997	75281757	May 11, 1999	2244194	Registered
WEIBEL & Design	US	WEIBEL INCORPORATED	Nov. 20, 1964	72206670	Sep. 14, 1965	796085	Registered
DISTURBED VINE	US	WEIBEL INCORPORATED	Jun. 24, 2021	90793071	Jul. 5, 2022	6781422	Registered
A WEDDING CELEBRATION	US	WEIBEL INCORPORATED	Aug. 6, 2001	76294501	Jul. 9, 2002	2591375	Registered
WEIBEL W WINERY ESTABLISHED 1869 & Design	US	WEIBEL INCORPORATED	Jul. 21, 1986	73610565	May 19, 1987	1440130	Registered