

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meiomi LLC		01/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Copper Cane LLC		
Street Address:	1275 Inglewood Avenue		
City:	St. Helena		
State/Country:	CALIFORNIA		
Postal Code:	94574		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85840014	ALOUETTE	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-578-6689		
Email:	scott.petersen@hklaw.com		
Correspondent Name:	Scott W. Petersen c/o Holland & Knight		
Address Line 1:	131 South Dearborn Street		
Address Line 2:	30th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	071163.00060		
NAME OF SUBMITTER:	Scott W. Petersen		
Signature:	/Scott W. Petersen/		

OP \$40.00 85840014

Date:

02/06/2014

Total Attachments: 2

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**SECOND AMENDMENT TO THE
OPERATING AGREEMENT
OF
MEIOMI LLC**

This Second Amendment to the Operating Agreement (“**Amendment**”) of Meiomii LLC, a California limited liability company (the “**Company**”), is made and entered into as of January 1, 2014 by and among Joseph J. Wagner, as Trustee of The Wagner Family Trust, dated March 26, 2010, and Joseph J. Wagner, as Trustee of the Joseph J. Wagner 2011 Irrevocable Trust, dated December 30, 2011 (collectively, the “**Members**”) and Joseph J. Wagner as Manager of the Company. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Operating Agreement of Meiomii LLC, dated April 1, 2010, as amended by that certain First Amendment to the Operating Agreement of Meiomii LLC dated November 25, 2013 (as amended, the “**Operating Agreement**”).

WHEREAS, all of the Members and the Manager of the Company desire to amend the Operating Agreement and appoint the officers as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Members and Manager hereby agree as follows:

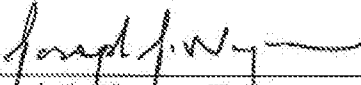
1. Name and Place of Business. The Name and Place of Business shall be “Copper Cane LLC”. The principal place of business of the Company shall be 1275 Inglewood Avenue, St. Helena, CA 94574.
2. Agent for Service of Process. The agent for service of process shall be Kevin S. Alfaro, 1275 Inglewood Avenue, St. Helena, CA 94574.
3. Officers. The Company may have a Chief Operating Officer (COO) and Chief Financial Officer (CFO). The Manager shall have exclusive authority and discretion to elect and establish the powers, duties and compensation of the COO and CFO but only in a manner consistent with Section 5.2 and the other terms and conditions of the Operating Agreement. Kevin S. Alfaro is hereby appointed the COO of the Company and Mark Viter is hereby appointed the CFO of the Company. Among other duties that may be delegated to these officers by the Managers, either the COO and CFO acting alone shall be authorized to prepare, sign and submit on the Company’s behalf documents to the California Secretary of State, the Internal Revenue Service, the Franchise Tax Board, the TTB, the ABC, and other similar regulatory agencies in the ordinary course of the Company’s business.
4. Agreement Affirmed. This Amendment amends and is hereby made a part of the Operating Agreement, and, except as amended hereby, the Operating Agreement is hereby affirmed and deemed to continue in full force and effect.
5. Entire Agreement. This Amendment and the Operating Agreement and the documents contemplated herein and therein, embody the entire agreement and understanding between the parties hereto with regard to the subject matter hereof, and supersede all prior negotiations, agreements and understandings, oral or written.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

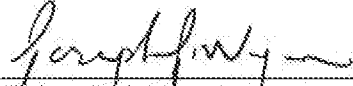
7. Severability. If any provision of this Amendment or the application of such provision to any person or circumstance, is held invalid or unenforceable, the remainder of this Amendment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Operating Agreement of Meiom LLC as of the date first written above.

MEMBERS:

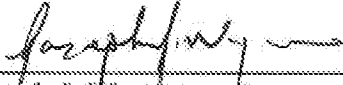


Joseph J. Wagner, Trustee
The Wagner Family Trust, dated March 26, 2010
Class A Member



Joseph J. Wagner, Trustee
Joseph J. Wagner 2011 Irrevocable Trust, dated
December 30, 2011
Class B Member

MANAGER:



Joseph J. Wagner