

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. & J. Gallo Winery		04/01/2014	COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Dark Star Cellars LLC		
Street Address:	2985 Anderson Road		
City:	Paso Robles		
State/Country:	CALIFORNIA		
Postal Code:	93446		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4347035	DARK STAR	
CORRESPONDENCE DATA			
Fax Number:	5624913400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	562 491 1400		
Email:	mike@emling.com		
Correspondent Name:	Michael J Emling		
Address Line 1:	8380 Vineyard Drive		
Address Line 4:	Paso Robles, CALIFORNIA 93446		
NAME OF SUBMITTER:	Michael J Emling		
SIGNATURE:	/Michael J Emling/		
DATE SIGNED:	04/02/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 1, 2014, is made by E. & J. GALLO WINERY ("Gallo"), a California company with offices located at 600 Yosemite Boulevard, Modesto, CA 95354 ("Assignor"), in favor of DARK STAR CELLARS, LLC, a California limited liability company with offices located at 2985 Anderson Road, Paso Robles, CA 93446 ("Assignee"), each a party to that certain confidential settlement agreement, dated March 19, 2014 (the "Confidential Settlement Agreement").

WHEREAS, Assignor has agreed to convey, transfer, and assign to Assignee United States Trademark Reg. No. 4347035, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration for the execution of the Confidential Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) United States Trademark Reg. No. 4347035 and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law, by international treaties, and conventions and otherwise; and

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing.

2. Recordation. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee.

3. Method of Delivery. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

E. & J. GALLO WINERY

By:  _____

Name: Roger Nabedian

Title: Senior Vice President