

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392871

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2015
RESUBMIT DOCUMENT ID:	900357725

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Republic of Napa, Inc.		02/03/2015	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	California Winery Properties, LLC
Doing Business As:	DBA Rutz Cellars
Street Address:	P.O. Box 150790
City:	San Rafael
State/Country:	CALIFORNIA
Postal Code:	94915
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	Rutz Cellars, Inc.
Street Address:	P.O. Box 150790
City:	San Rafael
State/Country:	CALIFORNIA
Postal Code:	94915
Entity Type:	Corporation: CALIFORNIA
Name:	Keith Rutz
Street Address:	P.O. Box 150790
City:	San Rafael
State/Country:	CALIFORNIA
Postal Code:	94915
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3238620	RUTZ CELLARS
Registration Number:	4684546	VINTAGE ROMANCE
Registration Number:	4691530	MAISON GRAND CRU

CORRESPONDENCE DATA**Fax Number:** 4158823232*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:** 415-882-3200**Email:** tmparalegal@owe.com**Correspondent Name:** Melville Owen**Address Line 1:** Owen, Wickersham & Erickson, P.C.**Address Line 2:** 455 Market Street, Suite 1910**Address Line 4:** San Francisco, CALIFORNIA 94105**ATTORNEY DOCKET NUMBER:** RUTZ 90001**NAME OF SUBMITTER:** Melville Owen**SIGNATURE:** /Melville Owen/**DATE SIGNED:** 07/27/2016**Total Attachments: 4**

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EXHIBIT 1

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") is dated February 1, 2015 (the "Effective Date"), and is by and between Republic of Napa, Inc., a Nevada corporation, located at 1450 Rosewood Lane, Napa, CA 94558 ("Assignor"), in favor of California Wine Properties, LLC d/b/a Rutz Cellars, and Rutz Cellars, Inc. a California corporation located at PO Box 150170, San Rafael, CA 94915 and Keith Rutz (jointly, severally and collectively, "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated Feb 3 2015 (the "Agreement"), pursuant to which Assignee acquired certain intellectual property of Assignor (as defined in the Agreement Schedule A) effective as of the Effective Date. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, pursuant to the Agreement, Assignor assigned to Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Assigned Trademarks listed on Schedule A attached hereto, and therefore this Trademark Assignment is intended by the parties to be a confirmatory assignment for purposes of recording the ownership transfer with the U.S. Patent and Trademark Office and applicable foreign trademark offices.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademarks together with the goodwill of the business symbolized by the Assigned Trademarks, with all rights of action, powers and benefit to the Assigned Trademarks, due or accrued, including the right to sue for and recover in Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, costs and attorney's fees, arising out of past infringement of the Assigned Trademarks, or injury to the related goodwill, except as against Assignor with respect to conduct prior to the Effective Date of the Agreement.
2. Assignor further agrees to reasonably execute any and all documents requested by Assignee in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Assigned Trademarks hereby transferred.

3. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Intellectual Property Assignment, the terms and conditions of the Intellectual Property Assignment shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Intellectual Property Assignment and Settlement Agreement And General Release (simultaneously executed herewith) or the survival thereof.

4. This Trademark Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

[Signature Page Follows]

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


REPUBLIC OF NAPA, INC

By 

Name: Shabir Shabir
Title: President 2/3/15

AGREED TO AND ACCEPTED:

CALIFORNIA WINE
PROPERTIES, LLC d/b/a RUTZ
CELLARS, RUTZ CELLARS,
INC. AND KEITH RUTZ

By 

Name: Keith Rutz
Title: Pres.

SCHEDULE A TO TRADEMARK ASSIGNMENT

ASSIGNED TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>First Use</u>	<u>First Use in Commerce</u>
Rutz Cellars	3,238,260	05-08-2007	11-01-1993	11-01-1993
Maison Grand Cru	75/649,071		04-12-1998	04-12-1998
Vintage Marvelous Romance	3,034,058	12-27-2005	09-13-2004	09-13-2004

Additional Trademarks Assigned:

Marvelous Vineyards

Vintage Romance