

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VENTANA VINTNERS, LLC		06/08/2015	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FOLKTALE, LLC		
<b>Street Address:</b>	8940 Carmel Valley Road		
<b>City:</b>	Carmel		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93923		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2823251	LE MISTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125750671		
<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>			
<b>Phone:</b>	212-790-9200		
<b>Email:</b>	trademark@cll.com, jks@cll.com, kam@cll.com, tay@cll.com		
<b>Correspondent Name:</b>	Joel Karni Schmidt		
<b>Address Line 1:</b>	114 West 47th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10036-1525		
<b>ATTORNEY DOCKET NUMBER:</b>	29429.017		
<b>NAME OF SUBMITTER:</b>	Joel Karni Schmidt		
<b>SIGNATURE:</b>	/Joel Karni Schmidt/		
<b>DATE SIGNED:</b>	03/03/2017		
<b>Total Attachments: 1</b>			
source=LE MISTRAL Assignment EX#page1.tif			

OP \$40.00 2823251

EXHIBIT B

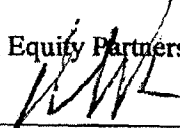
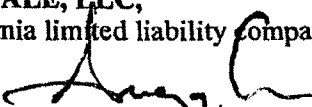


ASSIGNMENT

THIS ASSIGNMENT is entered into as of June 8, 2015, by and between (a) VENTANA VINTERS, LLC ("Assignor"), a California limited liability company, and (b) FOLKTALE, LLC ("Assignee"), a California limited liability company. Assignor and Assignee are referred to herein, individually, as a "Party" and, collectively, as the "Parties".

FOR VALUABLE CONSIDERATION, the Parties agree as follows:

- 1) **Purchase Agreement.** As used herein, the term "**Purchase Agreement**" means that certain Asset Purchase Agreement dated June 8, 2015, between Assignor and Assignee. This Assignment is executed and delivered pursuant to the provisions of the Purchase Agreement. Capitalized terms used, but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.
- 2) **Assignment.** Assignor hereby assigns unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of Assignor's known and unknown right, title and interest in and to:
  - a) the Brand (as defined in the Purchase Agreement) consisting of United States Trademark Number 2823251, dated March 16, 2004, for LE MISTRAL (Stylized) and any and all goodwill associated therewith, and
  - b) all applications, registrations, renewals and extension rights, right to file applications and obtain registrations in Assignee's name relating to the Brand.
- 3) **Retained Rights.** Notwithstanding the foregoing, Assignor shall retain the right to sell any or all of Assignor's remaining stock of LE MISTRAL brand wines using the Brand without payment of any royalty or license fee to Assignee.
- 4) **Payment of the Cash Component and the Royalty Component.** This Assignment is given subject to and pursuant to the Purchase Agreement, the terms of which are incorporated herein by this reference, including, without limitation, the provisions of the Purchase Agreement regarding the payment by Assignee to Assignor of the Cash Component and the Royalty Component.
- 5) **Binding Effect.** The terms of this Assignment shall be binding upon, and inure to the benefit of the Parties' respective successors and assigns.
- 6) **Further Assurances.** Should Assignee require the execution of any forms in addition to this Assignment to fully effectuate the transfer of ownership of any of the Brand, Assignor shall fully cooperate and promptly execute such forms upon Assignee's request.
- 7) **Counterparts; Electronic Delivery.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party shall re-execute the original form of this Assignment and deliver such form to the requesting Party. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

<p>VENTANA VINTERS, LLC, a California limited liability company</p> <p>By: Capstan Equity Partners, LLC, Manager</p> <p>By:  Randall C. Pura, Managing Director</p>	<p>FOLKTALE, LLC, a California limited liability company</p> <p>By: </p> <p>Name:  Title: </p>
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TRADEMARK