

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441906

<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>
PJK Winery, LLC		08/29/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	V2 Wine Group, LLC		
<b>Street Address:</b>	584 1st Street East		
<b>City:</b>	Sonoma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95476		
<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>	3699264	BETTER WINE BETTER WORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7072651726		
<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>	7072651726		
<b>Email:</b>	trademark@delicato.com		
<b>Correspondent Name:</b>	Simone M. Katz-O'Neill		
<b>Address Line 1:</b>	455 Devlin Road, Suite 102		
<b>Address Line 4:</b>	Napa, CALIFORNIA 94558		
<b>NAME OF SUBMITTER:</b>	Simone M. Katz-O'Neill		
<b>SIGNATURE:</b>	/Simone M. Katz-O'Neill/		
<b>DATE SIGNED:</b>	09/05/2017		
<b>Total Attachments: 2</b>			
source=Assignment Agreement EXEC 082917#page1.tif			
source=Assignment Agreement EXEC 082917#page2.tif			

OP \$40.00 3699264

## ASSIGNMENT OF MARK

This Assignment of Mark ("Assignment") is made effective as of August 29, 2017 between PJK Winery, LLC, a California limited liability company ("Assignor"), and V2 Wine Group, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interests in and to the mark BETTER WINE BETTER WORLD as used on "wine" (the "Mark") and is also the owner of a federal registration of the Mark (U.S. Registration Number 3699264) (the "Registration") issued by the United States Patent and Trademark Office ("PTO") on October 20, 2009;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, the Mark and the Registration and the goodwill associated with the Mark;

WHEREAS, the purpose of this Assignment is to provide a record of the assignment of the Mark and the Registration from Assignor to Assignee. By executing this Assignment, the parties desire to confirm the assignment and transfer of the Mark and the Registration, and all goodwill related thereto and all rights therein, whether based in common law or under federal or state statutes that the Assignor may have owned or possessed previously and as of the date hereof, to the Assignee, and to update the records of the PTO to reflect the ownership of the Mark and the Registration by Assignee;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest Assignor may now have or ever has had in and to the Mark for any and all purposes, together with all goodwill of the business symbolized by the Mark, and the Registration and all rights therein. The foregoing assignment of the Mark and the Registration shall include without limitation: (a) the right to register or renew the Mark and the resulting registration in the United States and in any foreign country; (b) the exclusive right to sell, assign, lease, license, use or otherwise transfer or exploit the Mark; and (c) the right to enforce, sue for and collect damages by reason of any past or future infringement or misuse of the Mark.
2. Further Assurances. Assignor agrees to execute and deliver to Assignee any and all instruments or documents that may be necessary or convenient and to provide all assistance reasonably requested by Assignee, to evidence, maintain, defend or enforce this Assignment as well as Assignee's right, title and interest in and to the Mark and to effect the assignment and transfer of the Registration to Assignee, including but not limited to the recordation of this Assignment with the PTO at Assignee's reasonable expense.
3. Recordation. Assignor hereby requests that the PTO and the relevant trademark authority in any other country throughout the world record this Assignment. Assignor hereby further authorizes and requests the PTO and any relevant trademark authority throughout the world to issue any and all trademark registrations resulting from the Registration assigned

hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein and all goodwill symbolized hereby.

4. No Prior Transfers. Assignor represents and warrants that it has not previously assigned to any third party any right, title or interest in and to the Mark or the associated goodwill. Assignor acknowledges that it shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Mark or the Registration.

5. Absolute and Exclusive Assignment. This Assignment is absolute, exclusive and irrevocable.

6. Entire Agreement/Amendment. This Assignment shall constitute the entire agreement between the parties and shall not be changed, modified or otherwise amended except in writing executed by both parties.

7. Governing Law. This Assignment shall be interpreted in accordance with the law of the State of California.

8. Successors and Assigns. This Assignment shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this Assignment is duly executed and delivered effective as of the date first above written.

ASSIGNOR:

PJK Winey, LLC

By: 

Name: PETER J. KNIGHT

Title: MANAGING MEMBER

ASSIGNEE:

V2 Wine Group, LLC

By: 

Name: CATHRYN H. LEESE

Title: MANAGING MEMBER