TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM470075

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Valkyrie Selections, LLC	FORMERLY Banshee Wines, LLC	02/08/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Banshee Wines, LLC		
Street Address:	1701 Village Center Circle		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89134		
Entity Type:	Limited Liability Company: NEVADA		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4257603	BANSHEE
Registration Number:	4257601	RICKSHAW
Registration Number:	4356541	BANSHEE

CORRESPONDENCE DATA

Fax Number:

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: (707) 433-4842

Email: aaron@weltywelty.com Aaron D. Currie, Esq. **Correspondent Name:**

Address Line 1: 3333 Mendocino Avenue, Suite 210 Address Line 4: Santa Rosa, CALIFORNIA 95448

ATTORNEY DOCKET NUMBER:	Valkyrie Selections, LLC	
NAME OF SUBMITTER:	Aaron Currie	
SIGNATURE:	/Aaron D. Currie/	
DATE SIGNED:	04/16/2018	

Total Attachments: 2

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> **TRADEMARK** REEL: 006349 FRAME: 0084

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is made as of February § , 2018 (the "Effective Date"), by Valkyrie Selections, LLC a California limited liability company, formerly known as Banshee Wines, LLC ("Assignor"), in favor of Banshee Wines LLC, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor recently formed and owns 100% of the membership interest in Assignee and desires to transfer certain intellectual property assets to Assignee as Assignor's capital contribution to Assignee; and

WHEREAS, Assignor owns all right, title and interest in and to the intellectual property assets set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Transferred Assets") free and clear of any liens or encumbrances or, to Assignor's knowledge, claims of infringement by third-parties.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, transfer, assign and deliver to Assignee all of Assignor's right, title, and interest in and to the Transferred Assets, together with the goodwill of the business connected with the Transferred Assets, effective as of the Effective Date. Assignor hereby covenants that, from time to time after delivery of this Assignment and Bill of Sale, at Assignee's request and without further consideration, Assignor shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by Assignee in order to evidence and effectuate the transfer of the Transferred Assets.

IN WITNESS WHEREOF, Assignor has caused this Assignment and Bill of Sale to be executed as of the Effective Date first written above.

ASSIGNOR:

Valkyrie Selections, LLC,

a California limited liability company

By:

Baron Ziegler, Directe

ASSIGNMENT AND BILL OF SALE

EXHIBIT A TRANSFERRED ASSETS

The trademark BANSHEE for wine and U.S. Trademark Registration No. 4,257,603 for BANSHEE for "Wines."



BANSHEE

- 2. The logo and design trademark for wine and U.S. Trademark Registration No. 4,356,541 for BANSHEE and design for "Wines" and "Wholesale and on-line retail store services featuring wines."
- 3. The tradename "Banshee Wines."
- 4. The internet domain <u>www.bansheewines.com</u> and all copyright associated with information published under such internet domain.
- 5. The trademark RICKSHAW for wine and U.S. Trademark Registration No. 4,257,601 for RICKSHAW for "Wines."



6. The logo and design trademark

for wine,

- 7. The tradename "Rickshaw Wines."
- 8. The internet domain <u>www.rickshawwines.com</u> and all copyright associated with information published under such internet domain.
 - 9. All common law intellectual property, trademark, tradename and/or copyright associated with the names or logos "Banshee" and "Rickshaw."

ASSIGNMENT AND BILL OF SALE EXHIBIT A

TRADEMARK
REEL: 006349 FRAME: 0086

RECORDED: 04/16/2018