

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486245

<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>
Triumph Beverage Company, LLC		07/01/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guarachi Wine Partners Inc.		
<b>Street Address:</b>	22837 Ventura Blvd., Ste 300		
<b>City:</b>	Woodland Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91364		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4736190	BLACK INK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(707) 526-4200		
<b>Email:</b>	jdawson@cmprlaw.com		
<b>Correspondent Name:</b>	John B. Dawson		
<b>Address Line 1:</b>	100 B Street, Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401		
<b>NAME OF SUBMITTER:</b>	John B. Dawson		
<b>SIGNATURE:</b>	/John B. Dawson/		
<b>DATE SIGNED:</b>	08/15/2018		
<b>Total Attachments: 2</b>			
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OP \$40.00 4736190

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 1, 2018 (the "Effective Date"), by and between Triumph Beverage Company, LLC, a California limited liability company ("Assignor") and Guarachi Wine Partners Inc., a California corporation ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the trademark BLACK INK in International Class 033 for "Alcoholic beverages except beers; Wines," U.S. Reg. No. 4,736,190, for which it has a valid and subsisting U.S. federal registration and accrued certain rights through usage (collectively, the "Trademark"), and is the sole and exclusive owner of the business goodwill related to the Trademark and symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of its rights, title, and interest in the Trademark and all business goodwill related therewith.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee, as of the Effective Date, all of Assignor's rights, title, and interest in and to the Trademark, together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, the registration and all registration rights with respect to the Trademark, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademark provided by applicable laws, international treaties, conventions and otherwise, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

3. The Parties hereby agree to do the following: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

TRIUMPH BEVERAGE COMPANY, LLC,  
a California limited liability company

By: \_\_\_\_\_

Alejandro Guarachi, Manager

ASSIGNEE:

GUARACHI WINE PARTNERS INC., a California  
corporation

By: \_\_\_\_\_

Alex Guarachi, CEO