

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LMR Wine Estates LLC		09/25/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Project Knoll LLC		
Street Address:	P.O. Box 477		
City:	Rutherford		
State/Country:	CALIFORNIA		
Postal Code:	94573		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1758664	STONY HILL	
Registration Number:	1006980	SEMILLON DE SOLEIL	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	10/30/2018		
Total Attachments: 3			
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source=TRADEMARK ASSIGNMENT LMR Wine Estates LLC to Project Knoll LLC#page2.tif			

OP \$65.00 1758664

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**"^{DS}), dated as of September 25, 2018, is entered into by and between PROJECT KNOLL LLC, a California limited liability company, having a principal place of business at P. O. Box 477, Rutherford, CA 94573 ("**Assignee**"), and LMR WINE ESTATES LLC, a California limited liability company, having a principal place of business at P. O. Box 477, Rutherford, CA 94573 ("**Assignor**").

WHEREAS, Assignor purchased certain assets of Stony Hill Vineyard pursuant to that Asset Purchase Agreement, dated as of September 25, 2018 (the "**Purchase Agreement**"), pursuant to which Assignor agreed to transfer to Assignee all right, title, and interest in and to the trademarks identified on the attached Exhibit B-TM, (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks, including the applications and registrations identified on Exhibit B-TM.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit B-TM, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Counterparts. This Trademark Assignment may be signed in counterparts, which together shall constitute one agreement. If this Trademark Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Trademark Assignment.

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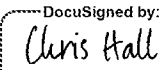
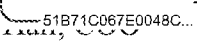
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

“ASSIGNOR”


LMR Wine Estates LLC,
a California limited liability company

By: Long Meadow Ranch Partners, L.P.,
a California limited partnership
Its: Manager

By: LMR GP LLC,
a California limited liability company
Its: General Partner

By:  _____
Chris 

“ASSIGNEE”

 Project Knoll LLC, a California limited liability company

By: LMR Wine Estates LLC,
a California limited liability company

By: Long Meadow Ranch Partners, L.P.,
a California limited partnership
Its: Manager

By: LMR GP LLC,
a California limited liability company
Its: General Partner

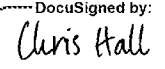
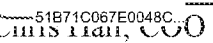

By:  _____


EXHIBIT B-TM

Reg. No. / Reg. Date	Mark	Status	Class/Goods
1758664 16 March 1993	STONY HILL & Design 	Registered	33: Wines
1006980 18 March 1975	SEMILLON DE SOLEIL	Registered	33: Wines