

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAND Napa Valley LLC		01/14/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Brand NV LLC		
Street Address:	420 Palm Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5386903	SPIRIT NAPA VALLEY	
Registration Number:	4856401	BRIO NAPA VALLEY	
Registration Number:	4371896	BRAND	
Registration Number:	4243393		
Registration Number:	3941829		
CORRESPONDENCE DATA			
Fax Number:			
<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:	7079633030		
Email:	luisa@reidylawgroup.com		
Correspondent Name:	Daniel Reidy, Esq.		
Address Line 1:	1230 Spring St.		
Address Line 4:	St. Helena, CALIFORNIA 94574		
NAME OF SUBMITTER:	Daniel Reidy, Esq.		
SIGNATURE:	/Daniel A. Reidy/		
DATE SIGNED:	01/24/2019		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of January 14, 2019, by and between (i) BRAND Napa Valley LLC, a California limited liability company (“**Assignor**”), and (ii) Brand NV LLC, a California limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the current owner of all right, title and interest in and to the trademarks listed in Schedule 1, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of their respective Trademarks, and the goodwill associated therewith, to Assignee; and

WHEREAS, the parties, Jupiter Colony, LLC, a Florida limited liability company (“**Jupiter**”), and Pritchard Hill Properties LLC, a California limited liability company (“**Pritchard**”), are parties to that certain Asset Purchase Agreement dated as of December 7, 2018 (the “**Asset Purchase Agreement**”), pursuant to which Assignee and Pritchard are purchasing substantially all the assets associated with the Business (as defined in the Asset Purchase Agreement) from Assignor and Jupiter, and this Assignment is subject to and in furtherance of the terms of that Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the following, together with all goodwill associated therewith, including the business with which they are associated and which they symbolize:

(a) The Trademarks and all issuances, pending applications, extensions, and renewals thereof;

(b) All rights of any kind whatsoever accruing under or relating to the Trademarks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and

(c) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks, and the right to recover for damages and profits for past infringements thereof.

2. Further Assurances. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee, upon Assignee's request therefor.

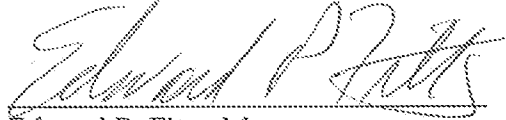
[Signatures on Following Pages]

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

ASSIGNOR:

BRAND NAPA VALLEY LLC,
a California limited liability company

By:


Edward P. Fitts, Manager


[Signatures Continue on Next Page]

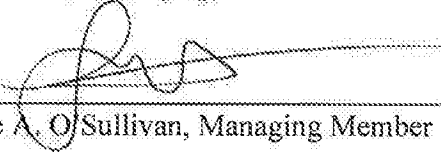
Signature Page to Assignment of Trademarks

TRADEMARK
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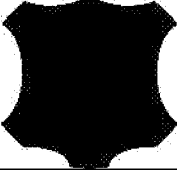
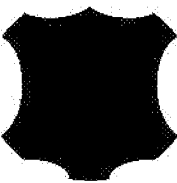
ASSIGNEE:

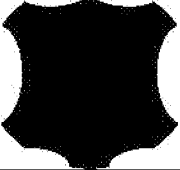
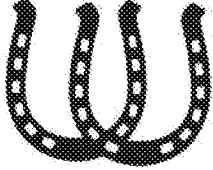
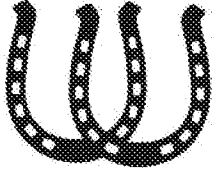
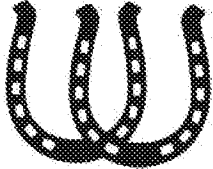
BRAND NV LLC,
a California limited liability company

By: 
James T. Bean, Managing Member

By: 
Christine A. O'Sullivan, Managing Member

SCHEDULE 1
TRADEMARKS

Trademark	Jurisdiction	Registration Number	Filing Date	Registration Date
	United States	5386903	May 29, 2014	January 23, 2018
	United States	4856401	May 29, 2014	November 17, 2015
	United States	4371896	December 5, 2012	July 23, 2013
	China	1182099 International Registration Number (WIPO); 4371896 China National Registration Number	October 11, 2013	October 11, 2013
	Japan	1182099 International Registration Number (WIPO)	October 11, 2013	October 11, 2013
	United States	4243393	November 11, 2011	November 13, 2012
	China	1182928 International Registration Number (WIPO); 4243393 China National Registration Number	October 21, 2013	October 21, 2013

	Japan	1182928 International Registration Number (WIPO)	October 21, 2013	October 21, 2013
	United States	3941829	January 27, 2010	April 5, 2011
	China	1185573 International Registration Number (WIPO); 3941829 China National Registration Number	November 11, 2013	November 11, 2013
	Japan	1185573 International Registration Number (WIPO)	November 11, 2013	November 11, 2013