

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/31/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
V2 Wine Group, LLC		12/29/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delicato Vineyards		
<b>Street Address:</b>	12001 S. Highway 99		
<b>City:</b>	Manteca		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95336		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3991150	LUCINDA & MILLIE	
<b>Registration Number:</b>	4099578	VINDICATED	
<b>Registration Number:</b>	4199777	FEATHERWEIGHT	
<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>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>	01/11/2021		
<b>Total Attachments: 3</b>			
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source=Nunc Pro Tunc Assignment of Trademark Rights EXEC 122920#page3.tif			

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This Nunc Pro Tunc Assignment of Trademark Rights (“Assignment”) dated December 29, 2020 (the “Effective Date”), is between V2 Wine Group, LLC, a California limited liability company (“Assignor”) and Delicato Vineyards, a California corporation (“Assignee”). Assignor and Assignee are sometimes referred to individually as a “Party” and together as the “Parties”.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting trademark registrations therefor, listed on **Schedule A** attached hereto (the “Trademarks”);

WHEREAS, pursuant to the terms of previously executed (i) Contribution and Equity Purchase Agreement, dated as of March 6, 2017 by and between Assignor and Assignee, and (ii) First Amendment to the Second Amended and Restated Operating Agreement of Assignor, dated as of April 25, 2018, as amended, Assignor sold, assigned and transferred all of its right, title and interest in and to the Trademarks, and all of the goodwill of the business associated with and symbolized by the Trademarks, to Assignor; and

WHEREAS, the Parties are desirous of ratifying and confirming said sale, assignment and transfer of all right, title and interest in and to the Trademarks and the goodwill symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignor hereby assigns to Assignee, nunc pro tunc, as of December 31, 2019; (a) all of Assignor’s right, title and interest in and to the Trademarks, and all subsisting trademark registrations, as set forth on **Schedule A**; (b) all goodwill of the business associated with and symbolized by the Trademarks; (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks, and to recover, collect or otherwise receive damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor; (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent & Trademark Office, or before any equivalent agency, in connection with or otherwise based upon the Trademarks; and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks after the Effective Date. All right, title, and interest assigned hereunder are to be held and enjoyed by Assignee and Assignee’s successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. This Assignment shall be binding upon and inure to the benefit of the Parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

3. Assignor, at the reasonable request of Assignee, shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

4. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

IN WITNESS WHEREOF, the Parties hereto have set their hand hereunto the day and year herein above written.

**ASSIGNOR:**  
**V2 WINE GROUP, LLC**

DocuSigned by:  
*Riccardo Mora*  
\_\_\_\_\_  
Signature

Riccardo Mora

\_\_\_\_\_  
Print Name

EVP Business Development

\_\_\_\_\_  
Title

**ASSIGNEE:**  
**DELICATO VINEYARDS**

DocuSigned by:  
*Chris Indelicato*  
\_\_\_\_\_  
Signature

Christopher Indelicato

\_\_\_\_\_  
Print Name

CEO

\_\_\_\_\_  
Title

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Registration?</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
LUCINDA & MILLIE	Yes	3991150	July 5, 2011
VINDICATED	Yes	4099578	February 14, 2012
FEATHERWEIGHT	Yes	4199777	August 28, 2012
STEELHEAD	No; Common law rights only	N/A	N/A