

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Selection 357, LLC		10/07/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TCA Acquisition, LLC		
Street Address:	1109 Jefferson Street		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94559		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5036116	C	
Registration Number:	5310649	DISCIPLES	
Registration Number:	4998502	DISCIPLES	
Registration Number:	5142525	DISCIPLES	
Registration Number:	4602737	QUÉ VIENE EL COCO	
Registration Number:	4932733	NATURAL SELECTIONS	
Registration Number:	5101593	THE CRANE ASSEMBLY	
CORRESPONDENCE DATA			
Fax Number:	9372238177		
<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:	937-449-5553		
Email:	aldred@coollaw.com		
Correspondent Name:	Debra Aldred		
Address Line 1:	33 West First Street, Suite 600		
Address Line 4:	Dayton, OHIO 45402		
NAME OF SUBMITTER:	Debra Aldred		
SIGNATURE:	/Debra Aldred/		
DATE SIGNED:	10/13/2022		

OP \$190.00 5036116

Total Attachments: 6

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Business Intellectual Property)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (Business Intellectual Property) (this "**Assignment**") is executed as of the 7th day of October, 2022 (the "**Effective Date**"), by and between Natural Selection 357, LLC, a California limited liability company, as to an 66.667% undivided tenancy-in-common interest, Bryan D. Sandoli, an individual, as to a 16.6665% undivided tenancy-in-common interest, and David S. Phinney, an individual, as to a 16.6665% undivided tenancy-in-common interest (collectively, "**Assignor**"), and TCA Acquisition, LLC, a California limited liability company ("**Assignee**"). Assignor and Assignee are sometimes collectively referred to as the "**Parties**."

RECITALS

A. Reference is made to that certain Purchase and Sale Agreement by and between Assignor (successor in interest to Natural Selection 357, LLC, a California limited liability company) and Assignee (successor in interest to V&L Holdings, LLC, an Ohio limited liability company), dated as of October 7, 2022 (as amended, the "**Purchase Agreement**"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings set forth in the Purchase Agreement. Pursuant to the Purchase Agreement, Assignee agreed to purchase from Assignor, and Assignor agreed to sell to Assignee, the Real Property and the Business Assets.

B. In connection with the sale of the Real Property and the Business Assets to Assignee, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the intellectual property set forth in Section 5.11 and elsewhere in the Purchase Agreement (collectively the "**Business Intellectual Property**"), all in accordance with the terms and conditions set forth in this Agreement.

IN CONSIDERATION of and incorporating the foregoing Recitals and for other good and valuable consideration, the parties hereto agree as follows:

1. Subject to the terms and conditions set forth in the Purchase Agreement, as of the Effective Date, Assignor hereby assigns, grants, conveys, and transfers to Assignee all of Assignor's right, title and interest in and to the Business Intellectual Property, but excluding any Excluded Assets, free and clear of all liens, claims or encumbrances except Permitted Liens including federal or state trademarks or service marks, attached hereto as Exhibit A, and incorporated herein by reference, together with all of the goodwill of the business symbolized by said trademarks or service marks and the right to recover damages, profits, and all other remedies against third parties that may be available to Assignee for all past and future infringements thereof. As of the Effective Date, Assignee hereby accepts the foregoing assignment.

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 execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Assignment. Assignor hereby authorizes any other governmental officials to record and register this Assignment upon request by Assignee. Assignor hereby acknowledges that each internet domain name registrar of the domain names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the domain Names. As soon as reasonably possible after the Effective Date, the Assignor shall initiate efforts with the domain operators, to transfer the domain name which are part of the Business Intellectual Property on the records of said domain operators.

4. 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.

5. In case of contradiction between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

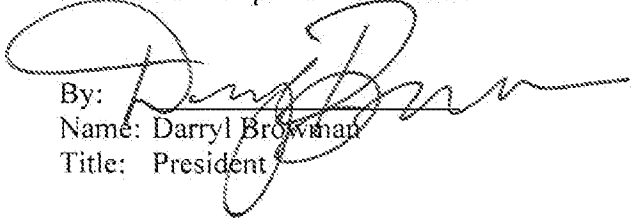
IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

"ASSIGNOR":

Natural Selection 357, LLC,
a California limited liability company

By: 
Kevin A. Fox, Member

By: Browman Family Vineyards, Inc.,
a California corporation, member

By: 
Name: Darryl Browman
Title: President

David S. Phinney, an individual

By: _____
David S. Phinney

Bryan D. Sandoli, an individual

By: _____
Bryan D. Sandoli

"ASSIGNEE":

TCA Acquisition, LLC

By: V&L Holdings, LLC,
its Sole Member

By: Sole member: Vail K. Miller, Jr.
Declaration of Trust dated August
10, 2012, Vail K. Miller, Jr., Trustee

By: _____
Name: Vail K. Miller, Jr.
Title: Trustee

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

"ASSIGNOR":

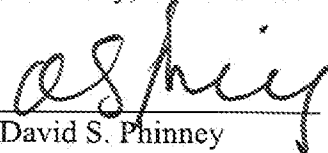
Natural Selection 357, LLC,
a California limited liability company

By: _____
Kevin A. Fox, Member


By: Browman Family Vineyards, Inc.,
a California corporation, member

By: _____
Name: Darryl Browman
Title: President

David S. Phinney, an individual

By: 
David S. Phinney

Bryan D. Sandoli, an individual

By: 
Bryan D. Sandoli

"ASSIGNEE":

TCA Acquisition, LLC

By: V&L Holdings, LLC,
its Sole Member

By: Sole member: Vail K. Miller, Jr.
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By: Browman Family Vineyards, Inc.,
a California corporation, member

By: _____
Name: Darryl Browman
Title: President

David S. Phinney, an individual

By: _____
David S. Phinney

Bryan D. Sandoli, an individual

By: _____
Bryan D. Sandoli

ASSIGNEE":

**TCA Acquisition, LLC, a California limited
liability Company**

By V & L HOLDINGS, LLC, an Ohio limited
liability company, its sole member

By: 2009 Vail K. Miller, Jr. Trust, its sole member

By: 

Vail K. Miller, Jr., Trustee

**EXHIBIT A
TRADEMARKS**

Trademark	Jurisdiction	Registrant	Registration Number	Application Date	Registration Date	Classes & Goods
	United States of America	Natural Selection 357, LLC	5036116	Jan 28 2016	Sep 06 2016	33 - Wine
	United States of America	Natural Selection 357, LLC	5310649	Mar 23 2017	Oct 17 2017	33 - Alcoholic beverages except beers
DISCIPLES	United States of America	Natural Selection 357, LLC	4998502	Nov 28 2012	Jul 12 2016	33 - Wines
DISCIPLES	United States of America	Natural Selection 357, LLC	5142525	Jun 17 2015	Feb 14 2017	33 - Alcoholic beverages except beers
	United States of America	Natural Selection 357, LLC	4602737	Jun 24 2013	Sep 09 2014	33 - Spirits and liqueurs; Wines
NATURAL SELECTIONS	United States of America	Natural Selection 357, LLC	4932733	Nov 28 2012	Apr 05 2016	33 - Wines
THE CRANE ASSEMBLY	United States of America	Natural Selection 357, LLC	5101593	Sep 23 2015	Dec 13 2016	33 - Alcoholic beverages except beers 40 - Winery services

Signature Page to Assignment and Assumption Agreement (IP)