

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI85334

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vintage Wine Estates, Inc.		09/17/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Individual Name:</b>	Terry Wheatley		
<b>Street Address:</b>	5061 Mountain View Road		
<b>City:</b>	Hughson		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95326		
<b>Entity Type:</b>	INDIVIDUAL: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3589200	PURPLE COWBOY	
<b>Registration Number:</b>	4317635	WINE SISTERHOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7073407239		
<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>	7072527122		
<b>Email:</b>	tmdept@dpf-law.com		
<b>Correspondent Name:</b>	J. Scott Gerien		
<b>Address Line 1:</b>	1500 First Street, Ste 200		
<b>Address Line 4:</b>	Napa, CALIFORNIA 94559		
<b>ATTORNEY DOCKET NUMBER:</b>	WHET1-001		
<b>NAME OF SUBMITTER:</b>	JAMES GERIEN		
<b>SIGNATURE:</b>	JAMES GERIEN		
<b>DATE SIGNED:</b>	03/11/2024		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made this 17th day of September, 2023, by and between Vintage Wine Estates, Inc., having a business address at 205 Concourse Blvd., Santa Rosa, CA 95403 ("ASSIGNOR") and Terry Wheatley having an address at 5061 Mountain View Road, Hughson, CA 95326 ("ASSIGNEE").

**WHEREAS**, ASSIGNORS and ASSIGNEE are parties to that certain Asset Purchase Agreement entered into as of September 17, 2023 (the "Purchase Agreement"), pursuant to which the ASSIGNOR agreed to sell, and ASSIGNEE agreed to acquire certain trademarks used in the operation of the ASSIGNOR'S business, together with all related goodwill, remedies against infringement and rights to protect interests therein;

**WHEREAS**, ASSIGNOR owns rights in the Trademarks set forth on Exhibit A, the Trademark Registrations set forth on Exhibit A, and the goodwill associated with the Trademarks set forth on Exhibit A (collectively, the "Marks");

**WHEREAS**, ASSIGNOR wishes to assign to ASSIGNEE any and all of its right, title, and interest in and to the Marks; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, ASSIGNOR do hereby sell, assign, and transfer to ASSIGNEE any and all of ASSIGNOR'S right, title, and interest in and to the Marks, and the right to sue and recover for past infringement of the Marks, as fully and completely as permitted by law, it being the intention of the parties that ASSIGNEE shall acquire all rights in the Marks.

**Upon the ASSIGNEE'S request**, the ASSIGNOR will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of the ASSIGNEE in, to and under the Trademark Registrations set forth in the Exhibits, and the ASSIGNEE shall pay for the ASSIGNOR'S actual and reasonable expenses and costs. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other trademark office in other applicable jurisdictions, and including those required by the U.S. Patent & Trademark Office to correct online assignment records, assignment records or a chain of assignment) and the provision of documents and information useful or necessary for the ASSIGNEE or its affiliates, designees or agents to file, prosecute or maintain any registration or application for any Trademark Registrations set forth in the Exhibits, or pursue or defend any administrative, court, or other legal proceeding involving any of the Trademark Registrations set forth in the Exhibits.

ASSIGNOR covenant that no assignment, license, or encumbrance has been or will be made that would conflict with this Assignment.

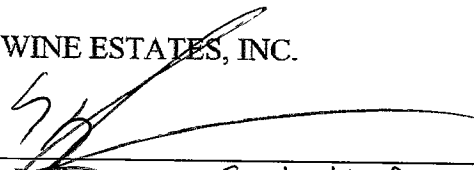
ASSIGNOR covenant that no consents of any other parties are necessary or appropriate under any agreements concerning the Trademarks set forth in the Exhibits, the Trademark Registrations set forth in the Exhibits, and the goodwill associated with the Trademarks set forth in the Exhibits in order for this Assignment to be binding.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as follows:

**ASSIGNOR**

VINTAGE WINE ESTATES, INC.

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

  
Name: ~~Jon Morano~~ Seth Kaufman  
Title: ~~President~~ Chief Executive Officer

**ASSIGNEE**

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

  
Terry Wheatley

Any and all terms not defined in this Assignment are defined by the Purchase Agreement.

**[Signatures Page to Follow]**

**Exhibit A**

1. "Purple Cowboy" Brand
  - All intellectual property rights Seller holds to the trademark "PURPLE COWBOY", U.S. trademark registration no. 35/89200 for "PURPLE COWBOY" registered on March 10, 2009, and all associated goodwill.
  
2. "Wine Sisterhood" Brand and Merchandise
  - All intellectual property rights Seller holds to the trademark "WINE SISTERHOOD", U.S. trademark registration no. 43/17635 for "WINE SISTERHOOD" registered on April 9, 2013, and all associated goodwill.
  
3. "Gem+Jane" Brand
  - All intellectual property rights Seller holds to the trademark "GEM+JANE".