

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI151359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUNTER WILSON CRAIG		04/04/2024	INDIVIDUAL: UNITED STATES
HUNTER EARLE CRAIG		04/04/2024	INDIVIDUAL: UNITED STATES
CLOCK SHOP BEVERAGE LLC		04/04/2024	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Company Name:	E. & J. Gallo Winery		
Street Address:	600 Yosemite Boulevard		
City:	Modesto		
State/Country:	CALIFORNIA		
Postal Code:	95354		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88468522	HARDBODY	
Serial Number:	88124829	VODKA, SODA, CLOSE IT	
Serial Number:	88281080	WATERBIRD	
Serial Number:	88322802	WATERBIRD	
Serial Number:	88782860	WATERBIRD	
Serial Number:	88398396	WET YOUR BEAK	
Serial Number:	88913922	WET YOUR BEAK	
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:	(209)341-3717		
Email:	tm.group@ejgallo.com		
Correspondent Name:	Kristi W. Whalen		
Address Line 1:	600 Yosemite Boulevard		
Address Line 4:	Modesto, CALIFORNIA 95354		
NAME OF SUBMITTER:	Sintya Eshaq		

OP \$190.00.00 88468522

SIGNATURE:	Sintya Eshaq
DATE SIGNED:	04/08/2024
Total Attachments: 7 source=Assignment of Trademarks (Executed)#page1.tif source=Assignment of Trademarks (Executed)#page2.tif source=Assignment of Trademarks (Executed)#page3.tif source=Assignment of Trademarks (Executed)#page4.tif source=Assignment of Trademarks (Executed)#page5.tif source=Assignment of Trademarks (Executed)#page6.tif source=Assignment of Trademarks (Executed)#page7.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of April 4, 2024, by and among HUNTER WILSON CRAIG, an individual (“**Wilson**”), HUNTER EARLE CRAIG (“**Hunter**”), and CLOCK SHOP BEVERAGE LLC, a Virginia limited liability company doing business as Waterbird Spirits (the “**Company**” and, together with Wilson and Hunter, each an “**Assignor**” and, collectively, “**Assignors**”), and E. & J. Gallo Winery, a California corporation (“**Assignee**”).

RECITALS

WHEREAS, the parties hereto entered into that certain Asset Purchase Agreement dated April 4, 2024 (the “**Purchase Agreement**”; capitalized terms used herein without definition have the meanings ascribed thereto in the Purchase Agreement), whereby pursuant to the terms and conditions thereof Assignee has agreed to purchase the Brand Portfolio, the Business and certain other assets associated with the Business and/or the Brand Portfolio from Assignors;

WHEREAS, in accordance with the terms and conditions of the Purchase Agreement, the parties hereto agreed to enter into this Assignment;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the trademarks listed on Exhibit A hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith (collectively, the “**Trademarks**”); and

WHEREAS, Assignors desire to assign all right, title and interest in and to each of their respective Trademarks, and the goodwill associated therewith, to Assignee.

NOW THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Assignors hereby irrevocably sell, transfer, assign and set over unto Assignee, its successors and assigns, all 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 registrations, pending applications, extensions, and renewals thereof and all goodwill associated therewith;

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. Recordation. Assignors agree to perform any further reasonable acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor, and to assist Assignee in any manner reasonably requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Trademarks.

3. Assignment. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Entire Agreement. This Assignment and the Purchase Agreement, including in each case the Exhibits and Schedules attached hereto and thereto, set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

5. Amendment. This Assignment may not be changed, modified or amended orally but only by an agreement in writing, duly executed by all of the parties hereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of the date first written above.

ASSIGNORS:

CLOCK SHOP BEVERAGE LLC

DocuSigned by:
Hunter Wilson Craig
By: EE70AB9FA3E1473...

Name: Hunter Wilson Craig

Title: Founder + Manager

DocuSigned by:
Hunter Wilson Craig
EE70AB9FA3E1473...

HUNTER WILSON CRAIG

HUNTER EARLE CRAIG

ASSIGNEE:

E. & J. GALLO WINERY

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of the date first written above.

ASSIGNORS:

CLOCK SHOP BEVERAGE LLC

By: _____

Name: Hunter Wilson Craig

Title: Founder + Manager

ASSIGNEE:


E. & J. GALLO WINERY

By: _____

Name:

Title:

HUNTER WILSON CRAIG

DocuSigned by:

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HUNTER EARLE CRAIG

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of the date first written above.

ASSIGNORS:

CLOCK SHOP BEVERAGE LLC

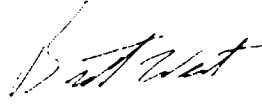
By: _____

Name: Hunter Wilson Craig

Title: Founder + Manager

ASSIGNEE:

E. & J. GALLO WINERY

By:  _____

Name: Britt West

Title: Sr. VP & GM Spirits

HUNTER WILSON CRAIG

HUNTER EARLE CRAIG

TRADEMARKS

Trademark	Jurisdiction	Status	Registration No. App./Serial No.	Application Date	Registration Date
HARDBODY	United States (Federal)	Registered	RN: 6739802 SN: 88468522	June 11, 2019	May 24, 2022
HOTPOT	United States (Federal)	Pending <i>(Intend to Abandon)</i>	SN: 97260296	February 9, 2022	
VODKA, SODA, CLOSE IT	United States (Federal)	Registered	RN: 5922272 SN: 88124829	September 20, 2018	November 26, 2019
WATERBIRD	United States (Federal)	Registered,	RN: 5939922 SN: 88281080	January 29, 2019	December 17, 2019
WATERBIRD and Design 	United States (Federal)	Registered	RN: 5940037 SN: 88322802	March 1, 2019	December 17, 2019
WATERBIRD and Design 	United States (Federal)	Registered	RN: 6140514 SN: 88782860	February 3, 2020	September 1, 2020
WET YOUR BEAK and Design 	United States (Federal)	Registered	RN: 5934234 SN: 88398396	April 23, 2019	December 10, 2019

Assignment of Trademarks

Trademark	Jurisdiction	Status	Registration No. App./Serial No.	Application Date	Registration Date
WET YOUR BEAK and Design <i>Wet your beak</i>	United States (Federal)	Registered, January 4, 2022	RN: 6609193 SN: 88913922	May 13, 2020	January 4, 2022
WATERBIRD	Mexico	Registered	RN: 2237423 AN: M2285630	September 6, 2019	April 27, 2021
WATERBIRD	WIPO: EU, Mexico, Canada (refused)	Registered	RN: 1493656		September 6, 2019
WATERBIRD	United Kingdom	Registered	AN: UK00801493656	September 6, 2019	March 31, 2020

Assignment of Trademarks