

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M. Caratan, Inc.		02/28/2018	Corporation: CALIFORNIA
Caliente Farms, LLC		02/28/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ACMII California 6, LLC		
Street Address:	1331 NW Lovejoy, Suite 720		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2367026	BLACK GLOBE	
Registration Number:	2435017	HOLIDAY	
Registration Number:	2435018	RED TAIL	
Registration Number:	0785682	COLUMBINE	
Registration Number:	0762425	MC	
Registration Number:	3537908	LAUREL	
Registration Number:	4056849	MILANO	
Registration Number:	4123017	ANTHURIUM	
Registration Number:	5055635	ENCHANTED OPAL	
Registration Number:	5048703	OLYMPIC	
Registration Number:	5122997	COLUMBINE VINEYARDS	
Registration Number:	5402376	SWEET C'S	
Registration Number:	5387510	SWEET LOUIE	
Registration Number:	5199059	COLUMBINE VINEYARDS	
CORRESPONDENCE DATA			
Fax Number:	5032765711		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 503-778-5311
Email: sheilafoxmorrison@dwt.com
Correspondent Name: Davis Wright Tremaine LLP
Address Line 1: 1300 SW Fifth Avenue, Suite 2400
Address Line 2: Attn: Sheila Fox Morrison
Address Line 4: Portland, OREGON 97201

NAME OF SUBMITTER:	Sheila Fox Morrison, attorney of record
SIGNATURE:	/Sheila F. Morrison/
DATE SIGNED:	03/22/2018

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “*IP Assignment*”) dated as of February 28, 2018 (the “*Effective Date*”) is entered into by and among **M. CARATAN, INC.**, a California corporation (“**MCI**”), and **CALIENTE FARMS, LLC**, a California limited liability company (“**CF**” and together with MCI, each an “*Assignor*” and together the “*Assignors*”) and **ACMII CALIFORNIA 6, LLC**, a California limited liability company (“*Assignee*”). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignors, ACM Fund II, LLC (“*ACM Fund II*”) and certain other signatories thereto have entered into that certain Asset Purchase and Sale Agreement, dated September 15, 2017 (as amended and as assigned by ACM Fund II to Assignee, the “*Purchase Agreement*”);

WHEREAS, pursuant to the Purchase Agreement, Assignors agreed to transfer and assign to Assignee the Intellectual Property, including without limitation the assets identified on Exhibit A hereto (collectively, the “*Intellectual Property Assets*”);

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Assignors and Assignee hereby agree as follows:

1. Assignment. Assignors do hereby sell, assign, transfer, convey, and deliver unto Assignee all right, title and interest in and to said Intellectual Property Assets, together with the goodwill associated and symbolized therewith, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action in law or in equity for past, present or future infringement of said Intellectual Property Assets and the corresponding registrations, patents, plant breeder’s rights and applications (and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof), and to all rights corresponding to the foregoing throughout the world. With respect to any United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignors’ ongoing and existing business, or that portion of the business to which the trademark pertains.

2. Recordal. Assignors hereby authorize and request any agency having the authority to register ownership of the Intellectual Property Assets to record Assignee as the owner of the Intellectual Property Assets.

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

4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the domestic Laws of, and enforced in, the State of California without giving

effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of California.

5. Waiver; Modification. None of the provisions of this IP Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

6. Conflict. To the extent there is a conflict between the terms and provisions of this IP Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. Further Assurances. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Intellectual Property Assets in Assignee, each Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby, in each case at Assignee's sole cost and expense.

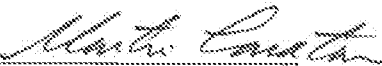
8. Counterparts. This IP Assignment may be may be executed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument of this IP Assignment. A signature of a party which is transmitted to the other electronically shall be treated as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first written above.

ASSIGNORS:

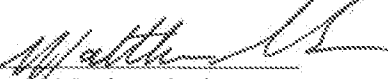
M. CARATAN, INC.

By 

Name: Martin Caratan

Title: President

CALIENTE FARMS, LLC

By 

Name: Matthew Surber

Title: Managing Partner

ASSIGNEE:

ACMII CALIFORNIA 6, LLC

By _____

Name: Rob Hurlbut

Title: Authorized Signatory of its Manager,
ACM Management Company, LLC

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first written above.

ASSIGNORS:

M. CARATAN, INC.

By _____

Name:

Title:

CALIENTE FARMS, LLC

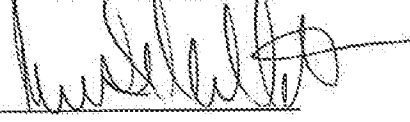
By _____

Name:

Title:

ASSIGNEE:

ACMII CALIFORNIA G, LLC

By 

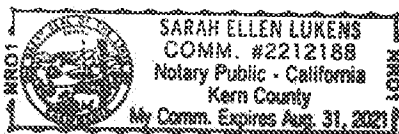
Name: Rob Hurlbut

Title: Authroized Signatory of its Manager,
ACM Management Company, LLC

STATE OF California)
) ss.
COUNTY OF Kern)

On this 13th day of Feb, 2018, before me, a Notary Public in and for the State of California, personally appeared Martin Cavatani, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of M. CARATAN, INC., a California corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Sarah Ellen Lukens
NOTARY PUBLIC in and for the State of CA
residing at 5001 TRAYLOR AVE, STE 140
My appointment expires 08-31-2021
Print Name Sarah Ellen Lukens

STATE OF California)
) ss.
COUNTY OF Kern)

On this 17th day of Feb 2018, before me, a Notary Public in and for the State of California, personally appeared Matthew Surber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Managing Member of CALIENTE FARMS, LLC, a California limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

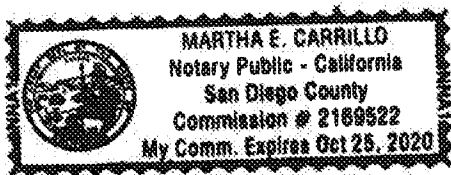


Sarah Ellen Lukens
NOTARY PUBLIC in and for the State of CA
residing at 6201 Irvine Ave, Ste # 10
My appointment expires 08-31-2021
Print Name Sarah Ellen Lukens

STATE OF California)
COUNTY OF San Francisco) ss.

On this 12th day of 02, 2018, before me, a Notary Public in and for the State of California, personally appeared Bob Herlhut, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Principal of ACMII CALIFORNIA 6, LLC, a California limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of CA,
residing at San Francisco
My appointment expires Oct 25, 2020
Print Name Martha E. Carrillo

EXHIBIT A

Intellectual Property Assets

U.S. - Plant Patents

TITLE	SERIAL NO	PATENT NO
GRAPEVINE '90-3437'	09/935,491	PP18,226
GRAPEVINE DENOMINATED 'BLACK GLOBE'	10/354,313	PP17,875
GRAPEVINE '90-3618'	10/382,081	PP17,211
GRAPEVINE PLANT NAMED '95-133'	12/286,830	PP20,534
GRAPEVINE PLANT NAMED 'VISTA'	12/586,500	PP21,414
GRAPEVINE PLANT NAMED 'CAR98-710'	13/694,972	PP24,779
GRAPEVINE PLANT NAMED 'CAR2-21-20'	13/998,802	PP25,999

U.S. - Trademarks and Service Marks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	75/540,875	2,367,026
HOLIDAY	75/891,370	2,435,017
RED TAIL	75/891,374	2,435,018
COLUMBINE	72/168,153	0,785,682
MC	72/168,155	0,762,425
'LAUREL'	77/174,760	3,537,908
MILANO	77/851,416	4,056,849
ANTHURIUM	85/289,970	4,123,017
ENCHANTED OPAL	86/662,761	5,055,635
OLYMPIC	86/903,695	5,048,703
COLUMBINE VINEYARDS	87/047,081	5,122,997

SWEET C'S	87/047,829	5,402,376
SWEET LOUIE	87/067,288	5,387,510
COLUMBINE VINEYARDS & DESIGN	87/179,719	5,199,059

Australia - Plant Breeder's Rights (PBR)

TITLE	SERIAL NO	PBR NO
GRAPEVINE 90-3437	2003/087	3261
GRAPEVINE '90-2391'	2005/301	3262

Canada – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	1,685,716	928,938
HOLIDAY	1447846	774,250
COLUMBINE	471,861	266,271
MC.	471,860	274,611
RED ROSE	1362037	774,297

Chile – Trademarks

TITLE	SERIAL NO	REG NO
HOLIDAY	743.975	1.230.129
COLUMBINE RED ROSE	1125720	1168373

Chile - Plant Breeder's Rights (PBR)

TITLE	SERIAL NO	PBR NO
“BLACK GLOBE”		18/12

“CAR-90-3618”		30/12
“CAR-90-3437”		11/13

China – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	991180	991180
HOLIDAY	1001868	G1001868
COLUMBINE	990232	990232

China - Domain names

TITLE	SERIAL NO	
columbinevineyards.com.cn	20130624083154284	
columbinevineyards.cn	20130624064448424	

Colombia – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	14162230	520192
HOLIDAY	14162154	500627
RED ROSE	14162172	500635

Costa Rica – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	2014-6278	242464
COLUMBINE HOLIDAY	2014-6280	242465
RED ROSE	2014-6281	240901

Guatemala – Trademarks

TITLE	SERIAL NO	REG NO
RED ROSE	M-7205-2007	157,228

Indonesia – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	D002014050097	
HOLIDAY	D002014050098	
RED ROSE	D002014050096	

International Registrations – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	99180	99180
BLACK GLOBE	1037443	1037443
COLUMBINE	990232	990232
HOLIDAY	1001868	1001868

Japan – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	991180	991180
COLUMBINE	990232	990232

Malaysia – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	2014066752	
HOLIDAY	2014066755	

RED ROSE	2014066757	
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Mexico – Trademarks

TITLE	SERIAL NO	REG NO
COLUMBINE BLACK GLOBE	1508320	1493672
COLUMBINE HOLIDAY	1508321	1493673
RED ROSE	879210	1005651

Peru – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	583637	223360
HOLIDAY	583636	223359
RED ROSE	583638	223361

Philippines – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	4-2014-505205	4/2014/00505205
HOLIDAY	4-2014-505206	4/2014/00505206
RED ROSE	4-2007-013910	4/2007/00013910

Singapore – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	991180	T0901843H
HOLIDAY	1001868	T0906233Z
COLUMBINE	990232	T0901317G

Tawain – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	098051087	01427757
COLUMBINE HOLIDAY	103063631	01705433
COLUMBINE RED ROSE	103063635	01705434

Thailand – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	961537	
HOLIDAY	961538	
COLUMBINE RED ROSE	961539	

Vietnam – Trademarks

TITLE	SERIAL NO	REG NO
BLACK GLOBE	991180	991180
HOLIDAY	1001868	1001868
COLUMBINE	990232	990232

Generic Top-Level Domain Names

TITLE
blackglobegrape.com
blackglobegrape.net
blackglobegrapes.com
blackglobegrapes.net
columbinevineyards.com
columbinevineyards.net

covigrape.com
covigrape.net
covigrapegirls.com
covigrapes.com
covikitchen.net
covilifestyle.com
covilifestyle.net
coviparanosotros.com
covivore.com
covivore.net
grapeivore.com
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holidaygrape.com
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