

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q4X Inc		07/15/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Dirt Candy LLC		
Street Address:	1550 Arbor Road		
City:	Paso Robles		
State/Country:	UNITED STATES		
Postal Code:	93446		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85130492	CYPHER	
Serial Number:	85130457	LOCO	
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:	8054233723		
Email:	sam@cypherwinery.com		
Correspondent Name:	Susan A Mahler		
Address Line 1:	1550 Arbor Road		
Address Line 4:	Paso Robles, CALIFORNIA 93446		
NAME OF SUBMITTER:	Susan A. Mahler		
SIGNATURE:	/SAM/		
DATE SIGNED:	09/12/2018		
Total Attachments: 4			
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OP \$65.00 85130492

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets ("Assignment"), dated as of July 10, 2018, is entered into between Q4X, INC., a California corporation ("Assignor"), SUSAN A. MAHLER ("Mahler"), and DIRT CANDY, LLC, a California limited liability company ("Assignee").

WHEREAS, the shareholders and directors of Assignor have elected to wind-up the affairs of, and subsequently dissolve Assignor.

WHEREAS, Susan A. Mahler, sole member and manager of Assignee, owns 50% of the issued and outstanding shares of Assignee.

WHEREAS, pursuant to that certain Dissolution and Winding Up Agreement of Q4X, Inc. entered into by and between Assignee, Christian A. Tietje, and Mahler dated as of July 10, 2018 ("Dissolution Agreement"), all of the assets of Assignor are being distributed to its shareholders, including certain intellectual property assets being distributed to Assignee, the successor entity of Mahler, as identified on Exhibit "A" attached hereto and incorporated herein (the "Intellectual Property Assets").

WHEREAS, pursuant to the Dissolution Agreement, the execution and delivery of this Assignment is a condition precedent to the closing of the transactions contemplated by the Dissolution Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows as of the Effective Date:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's interest in the Intellectual Property Assets specifically identified and set forth on Exhibit "A", which shall include certain licenses, registered and unregistered trademarks, trade names, service marks, copyrights, domain names, websites, designs, patterns, drawings, customer lists and mailing lists, wine club membership lists, and other similar intangible assets, together with the registrations that may be applied for or obtained, extensions of such registrations, and any derivations, improvements or modifications thereof, and all copyrights, patents, service marks, and trademarks, together with the goodwill and all rights to sue and recover for any past infringements of the Intellectual Property Assets, the same to be held and enjoyed by, the Assignee for its own use and on behalf of and for its assigns and successors.

2. Covenants. The Assignor agrees (a) never to apply for registration of or use any of the Intellectual Property Assets and agrees not to oppose registration or use by the Assignee or any of its assigns or successors, and (b) that the Assignee shall hold such Intellectual Property Assets in its own name. By this Assignment, the Assignor renounces and waives all and any rights the Assignor may have to limit the distribution, licensing, modification, sale or use of the subject matter of the Intellectual Property Assets by the Assignee or its assignees, licensees or successors, or to receive any compensation whatsoever by reason of any licensing, distribution, modification, sale or use of the subject matter of the Intellectual Property Assets by Assignee, its assignees, licensees or successors.

3. Limited Power of Attorney. If the Assignee is unable for any reason to secure the Assignor's signature for any of the Assurance Documents, the Assignor hereby irrevocably appoints and designates the Assignee and any of its duly authorized shareholders, members, partners, proprietors, directors, managers, officers, employees, representatives and/or agents as the Assignor's agent and attorney-in-fact to (a) act for and on the Assignor's behalf in connection with the Assurance Documents, (b) to execute and file the Assurance Documents, and (c) to do all other lawful acts to further the prosecution of the Assurance Documents with the same legal effect and force as if executed by the Assignor. The appointment and designation contained in this Section 4 constitutes an irrevocable power of attorney coupled with an interest by virtue of the benefits and rights obtained by Assignee pursuant to the conditions, provisions and terms contained in the Dissolution Agreement.

4. Warranty. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Dissolution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

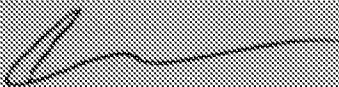
5. Further Assurances. Assignor shall provide Assignee, its successors and assigns, with all such assistance as Assignee may reasonably request for the full utilization of the rights granted in Section 1 above, including without limitation, upon request by the Assignee to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Assignment *provided that* all out-of-pocket costs reasonably incurred by any Assignor in connection with providing such assistance are paid by Assignee. Assignor shall not assert any right, title, or interest in or to any of the Intellectual Property Assets, and shall not use any of the Intellectual Property Assets except as authorized by Assignee.

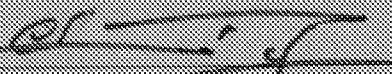
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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

Q4X, INC., a California corporation


By: 
Susan A. Mahler, President

By: 
Christian A. Freije, Vice President

3/15/12

ASSIGNEE:

DIRT CANDY, LLC, a California limited liability company

By: 
Susan A. Mahler, Manager


SUSAN A. MAHLER

EXHIBIT "A"
INTELLECTUAL PROPERTY

Cypher domain name, URL, and website	CYPERWINERY.COM
Cypher social media accounts	Facebook, Twitter, Instagram
Dusi Ranch Zin	Label Art
Clevenger Ranch Zin	Label Art
7 Oxen Zin	Label Art
GSM	Label Art
Grenache Blanc	Label Art
Kiler Canyon Vineyard Syrah Mourvedre	Label Art
Mourvedre "El Pelon"	Name and Label Art
TNT	Name and Label Art
Slayer	Name and Label Art
One Tree Hill Syrah	Name and Label Art
L. Cypher Red Blend	Name and Label Art
Pistol Rose'	Name and Label Art
Phoenix	Name and Label Art
Loco	Name and Label Art
Pi	Name and Label Art
Zinpunk	Name Only
Grenache previously known as "Drop Dead Legs"	Label Art

Trademarks

Serial Number	Reg. Number	Word Mark
85130492	3961536	CYPHER
85130457	4047905	LOCO