

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pahlmeyer, LLC		11/19/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
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: 5			
Property Type	Number	Word Mark	
Registration Number:	2050703	JAYSON	
Registration Number:	4734953	JAYSON PAHLMeyer	
Registration Number:	2087177	PAHLMeyer	
Registration Number:	3831815	PIECE DE RESISTANCE	
Registration Number:	5105575	SAVOIR FAIRE	
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>			
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:	Sarah Friesen		
SIGNATURE:	/sf/		
DATE SIGNED:	11/20/2019		
Total Attachments: 8			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made and entered into as of November 19, 2019, by and between PAHLMeyer, LLC, a California limited liability company (“**Assignor**”), and E. & J. Gallo Winery, a California corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the current owner of all right, title and interest in and to the trademarks listed in Schedule A hereto and the trade names listed on Schedule B hereto, including, without limitation, all common law rights thereto and all registrations thereof, and other rights and goodwill associated therewith, and has certain rights in and to the trademarks listed on Schedule C (collectively, the “**Trademarks**”); and

WHEREAS, Assignor is the exclusive licensee of the trademark set forth on Schedule D (“**Licensed Mark**”); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and all of Assignor’s rights to the Licensed Mark, and the goodwill associated therewith, and Assignor desires to assign all right, title and interest in and to each of its Trademarks, and the goodwill associated therewith, and all of Assignor’s rights to the Licensed Mark, to Assignee; and

WHEREAS, the parties are concurrently entering into an Asset Purchase Agreement dated November 7, 2019, (the “**Agreement**”) pursuant to which the Assignee is purchasing substantially all the assets associated with the Business and the Brand Portfolio (both as defined in the Agreement) from Assignor, and this Assignment is subject to and in furtherance of the terms of that Agreement.

NOW THEREFORE, pursuant to the Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, assigns and sets 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 issuances, pending applications, extensions, and renewals thereof;

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.

d. All of Assignor's rights to the Licensed Mark and the applicable License Agreement which will be assumed by Licensee.

2. Recordation. Assignor agrees to perform any further 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

ASSIGNOR:

PAHLMeyer, LLC

By Cleo Pahlmeyer

Name: Cleo Pahlmeyer

Title: Manager

ASSIGNEE:

E. & J. GALLO WINERY

By Roger J. Nabedian

Name: Roger J. Nabedian

Title: Senior Vice President and General Manager

Signature page to Assignment of Trademarks

Schedule A

To the Assignment of Trademarks

TRADEMARKS

Country	Mark	Appl/Reg. No/Status	Goods/Services
US	JAYSON	RN: 2050703 Registered	(Class: 33) Wines
US	JAYSON PAHLMeyer	RN: 4734953 Registered	(Class: 33) Wines
US	PAHLMeyer	RN: 2087177 Registered	(Class: 33) Wines
US	PIECE DE RESISTANCE	RN: 3831815 Registered	(Class: 33) Wines
US	SAVOIR FAIRE	RN: 5105575 Registered	(Class: 33) Wines
Canada	PAHLMeyer	Nat'l Registration RN: TMA929209 Registered	(Class: 33) Wines
Denmark	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines
EUTM	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines
Hong Kong	PAHLMeyer	Nat'l Registration RN: 303211604 Registered	(Class: 33) Wines
Japan	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines
Korea	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines
Mexico	PAHLMeyer	Int'l Designation RN: 1229073 Registered	(Class: 33) Wines
Philippines	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines
Singapore	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines

Country	Mark	Appl/Reg. No/Status	Goods/Services
Sweden	PAHLMeyer	Int'l Registration RN: 1229073 Registered	(Class: 33) Wines
WIPO	PAHLMeyer	IR 1229073 Registered	(Class: 33) Wines

Schedule B

To the Assignment of Trademarks

TRADE NAMES

PAHLMeyer, LLC

Schedule C

To the Assignment of Trademarks

Country	Mark	Appl/Reg. No/Status	Goods/Services
US	AGENT PROVOCATEUR	Common law	Wines
US	L'ANNIVERSAIRE	Common law	Wines
US	PROPRIETARY RED	Common law	Wines
US	TOUR DE FORCE	Common law	Wines
China	PAHLMAYER	Int'l Designation RN: 1229073 Refused	(Class: 33) Wines

Schedule D

The Licensed Mark

Country	Mark	Appl/Reg. No/Status	Goods/Services
US	RAISON D' ETRE	RN: 5105573 Registered	(Class: 33) Wines