

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBIBA, LLC		03/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WINE HOOLIGANS LLC		
Street Address:	980 Airway Court, Suite F		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86289175	ZINCHRONICITY	
CORRESPONDENCE DATA			
Fax Number:	7075264707		
<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:	(707) 526-4200		
Email:	jdawson@cmprlaw.com		
Correspondent Name:	John B. Dawson		
Address Line 1:	100 B Street, Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
NAME OF SUBMITTER:	John B. Dawson		
SIGNATURE:	/John B. Dawson/		
DATE SIGNED:	05/07/2015		
Total Attachments: 6			
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OP \$40.00 86289175

TRADEMARK PURCHASE AND ASSIGNMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT (this "Assignment") is made and entered into as of the date listed below (the "Effective Date"), by and between EBIBA, LLC, a California limited liability company with offices at 1568 Leah Court, Oakdale, CA 95361 ("Assignor"), and WINE HOOLIGANS LLC, a California limited liability company with offices located at 980 Airway Court, Suite F, Santa Rosa, CA 95403 ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

A. Assignor is the owner of, and has intended to use, the trademark ZINCHRONICITY, U.S. Trademark Serial No. 86-289,175, for Wines and sparkling wines in International Class 033 (the "Trademark") in interstate commerce, and has filed an application with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act (15 USC § 1051(c) or (d)).

B. Pursuant to this Assignment, Assignor agrees to sell and assign its ownership of the Trademark to Assignee, and the Parties now wish to memorialize their agreement hereby.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purchase and Assignment. In consideration of the payment of Five Hundred and 00/100 Dollars (\$500.00) and other good and valuable consideration from Assignee to Assignor, Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interest in and to the Trademark in the above-identified application as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark Act (15 USC §1060), including, without limitation, the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, all registration rights with respect to the Trademark, free of all liens and monetary encumbrances, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of the Trademark or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants that:

2.1 Organization, Standing, Authority, and Consents. Assignor has all necessary power and authority to own, use and transfer the Trademark, execute and deliver this Assignment, and to comply with the provisions hereof and to consummate the transactions

contemplated hereby. Assignor is a member managed limited liability company, the only members of which are Ian Jones and James Gherlone. Assignor has the right, power, legal capacity, and authority to enter into, and perform its obligations under, this Assignment, and no approvals or consents of any persons other than Assignor are necessary in connection with it.

2.3 Title to Assets. Assignor is the legal and beneficial owner of all right, title and interest in and to the Trademark and has good and marketable title thereto. Except as set forth on Schedule A attached hereto, the Trademark is free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, encumbrances, equities, claims, or restrictions.

2.4 Infringement. Assignor has no actual knowledge that the Trademark infringes any valid right of any third party.

2.5 Employment Status. Assignor's members Ian Jones and James Gherlone are or soon shall become employees of Assignee pursuant to separate agreements between each such member of Assignor and Assignee. Assignor, and each of the aforementioned members thereof, by their execution of this Assignment, acknowledge and agree that in the event any member of Assignor ceases to be employed by Assignee, neither Assignor nor any of its members shall regain any rights in the Trademark. The aforesaid members further agree and acknowledge that this Assignment is separate and independent from their offers of employment with Assignee and this Assignment is not a condition to their employment with Assignee, nor is their employment a condition to this Assignment.

2.6 Assignee's Ownership and Use of the Trademark. Assignor acknowledges and agrees that upon the sale and assignment of the Trademark to Assignee, the Trademark shall become the sole property of Assignee, and that Assignee shall not be obligated to use the Trademark, renew the Trademark, or otherwise maintain the registration of the Trademark. Assignor further acknowledges and agrees that it shall not be entitled to any additional compensation based upon Assignee's exploitation of the Trademark, including, but not limited to, Assignee's sale or license of the Trademark, or Assignee's use and/or registration of the Trademark in connection with goods or services other than wine and sparkling wines.

3. Successors and Assigns. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

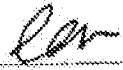
4. Miscellaneous. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall be governed by the laws of the State of California, without giving effect to any

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date written below.

ASSIGNOR:

EBIBA, LLC

By: 
Name: Ian Jones
Its: Member

Dated: 3/10 2015

By: 
Name: James Gherlone
Its: Member

Dated: 3/10 2015

ASSIGNEE:

WINE HOOLIGANS LLC,
a California limited liability company

By: 
Name: Dennis Carroll
Its: Manager

Dated: 3/11 2015

SCHEDULE A

Trademark Consent Agreement
by and between Stonsfield Cellars Winery, LLC and Ebiba, LLC

(See attached)

TRADEMARK CONSENT

WHEREAS, Stonefield Cellars Winery, LLC located at 8220 N. Carolina 68, Stokesdale, NC 27357 ("Registrant"), is the owner of United States trademark Registration Number 3,365,366 for the mark Synchronicity for wine, wines and red wine in Class 33; and

WHEREAS, Ebiba LLC located at 1568 Leah Court, Oakdale, CA 95361 ("Applicant") is the applicant for United States trademark application Serial Number 86/289,175 for the mark Zinchronicity for "wines and sparkling wines" in Class 33; and

WHEREAS, the parties believe in good faith that these trademarks can co-exist in the marketplace without any likelihood of confusion among the relevant purchasing public as to source, origin or sponsorship because the nature of and differences between their marks, the differences between their respective goods/services and the different channels of trade should in their opinion as business people familiar with the marketplace and consumer behavior prevent consumer confusion; specifically:

- The two marks are not identical; and
- The registered mark is used as a secondary brand on the STONEFIELD CELLARS label for North Carolina wines; and
- The term "zin" in Applicant's mark plainly refers to wine made from the zinfandel grape which is grown extensively and exclusively in California; and
- Registrant makes and sells wine under the registered mark whose grapes were grown in North Carolina, and does not make a zinfandel wine because zinfandel grapes are not grown in North Carolina; and
- Wine consumers are very knowledgeable about varietal types of wine and will understand that a "zin" originates in California and not North Carolina; and
- The parties will cooperate in the future to ameliorate any instances of confusion that may arise.

NOW, THEREFORE, for good and valuable consideration, as reflected in Appendix A,

Registrant hereby consents to the use, registration, and promotion by Applicant of the mark in application Serial Number 86/289,175 on or in connection with the goods specified therein, and it shall not object to the use, registration, or promotion of this mark for these goods.

STONEFIELD CELLARS WINERY LLC

By: Robert Wurz

Name: Robert Wurz

Title: President

Date: 29 July 14

APPENDIX A

Applicant shall cause to be delivered to Registrant one case (12 bottles) of ZINCHRONICITY wine for each year that the name is in use. Wine should be delivered to: Stonefield Cellars Winery, 8220 N. Carolina 68, Stokesdale, NC 27357.