

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Diane H. Smith		04/01/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stella W. Martin		
<b>Street Address:</b>	347 Camden Rd.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3162713	FINE WHINES	
<b>Registration Number:</b>	3295381	S.L.U.T.S.	
<b>Serial Number:</b>	78774276	N.U.T.S.	
<b>Serial Number:</b>	77109565	S.L.U.T.S	
<b>Serial Number:</b>	77109587	S.L.U.T.S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(770)951-0933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(770) 933-9500		
<b>Email:</b>	virginia.keenan@tkhr.com		
<b>Correspondent Name:</b>	Todd Deveau		
<b>Address Line 1:</b>	600 Galleria Parkway		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>ATTORNEY DOCKET NUMBER:</b>	820612-3010		

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NAME OF SUBMITTER:	Todd Deveau
Signature:	/Todd Deveau/
Date:	04/03/2009
Total Attachments: 3 source=00891482#page1.tif source=00891482#page2.tif source=00891482#page3.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Diane H. Smith ("Smith"), an individual residing at 4569 Mount Paran Parkway, Atlanta, GA 30327, and Stella W. Martin ("Martin"), an individual residing at 347 Camden Rd., Atlanta, GA 30309, formed a partnership called Fine Whines;

WHEREAS, SMITH has agreed to sell, assign and transfer to MARTIN all of SMITH's right, title and interest in and to all assets of Fine Whines, including but not limited to all existing intellectual property, trademarks, trade names, and trade dress, and further including but not limited to the trademarks, registrations and applications therefore identified in the attached Schedule A ("the Marks"); and

WHEREAS, MARTIN is desirous of acquiring SMITH's entire right, title and interest in and to said intellectual property, trademarks, trade names, and trade dress, and further including but not limited to said Marks together with the good will associated therewith.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by SMITH, SMITH has sold, assigned and transferred and does hereby sell, assign and transfer unto MARTIN, and MARTIN's successors and assigns, all right, title and interest SMITH had, worldwide, in and to all assets of Fine Whines, including but not limited to said intellectual property, trademarks, trade names, and trade dress, and further including but not limited to said Marks, together with the goodwill of the business symbolized by the same including in particular by the Marks and the registrations and applications for registrations of the Marks, and the right to recover damages for past infringement, if any.

SMITH covenants and agrees that, when requested, SMITH shall, without charge to MARTIN, but at MARTIN's expense, carry out in good faith the intent and purpose of this assignment by executing and taking all rightful oaths, assignments, powers of attorney and other papers, by communicating to said MARTIN all facts known to SMITH relating to all said applications and the histories thereof, and generally by doing all acts which said MARTIN shall consider necessary, desirable, or convenient in connection with said intellectual property, trademarks, trade names, and trade dress, and further including but not limited to said Marks, or other forms of protection of any of said intellectual property, trademarks, trade names, trade dress, and further including but not limited to said Marks, and for the defense and protection thereof if challenged before an administrative body or in a court of law.

SMITH further covenants with said MARTIN that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by SMITH, and that full right to convey the same as herein expressed is possessed by SMITH.

**DIANE H. SMITH**  
*[Handwritten Signature]*  
Diane H. Smith

Effective the 29<sup>TH</sup> day of February, 2008

United States of America  
State of Georgia  
County of Fulton

On this 1 day of April, 2009, before me personally came Diane H. Smith to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

*[Handwritten Signature]*  
Notary Public  
(Date)  
4/1/2009

July 7, 2012  
My Commission Expires



**SCHEDULE A**  
**To ASSIGNMENT OF INTELLECTUAL PROPERTY (SMITH TO MARTIN)**

<u>Registration No./</u> <u>Application No.</u>	<u>Registration Date/</u> <u>Application Filing Date</u>	<u>Mark</u>
3,162,713	10/24/2006	FINE WHINES
3,295,381	09/18/2007	S.L.U.T.S.
78/774,276	12/15/2005	N.U.T.S.
77/109,565	02/16/2007	S.L.U.T.S.
77/109,587	02/16/2007	S.L.U.T.S.
		Life Uncorked
		Whine a Little, Laugh a Lot!