

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sam's Wines & Liquors, Inc.		10/20/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Gold Standard Enterprises, Inc.		
Street Address:	5100 West Dempster St.		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60077		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1633524	SAM'S	
Registration Number:	1679761	SAM'S	
Registration Number:	2797435	SAM'S	
CORRESPONDENCE DATA			
Fax Number:	(312)332-6376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.332.3033		
Email:	cschneider@davismcgrath.com		
Correspondent Name:	Marsha K. Hoover / Davis McGrath LLC		
Address Line 1:	125 S. Wacker, Ste 1700		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Christopher W. Schneider		
Signature:	/cwschneider/		
Date:	10/30/2009		

OP \$90.00 1633524

Total Attachments: 2

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ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, Sam's Wines & Liquors, Inc., an Illinois corporation, having a place of business at 1720 N. Marcey Street, Chicago, Illinois 60614, U.S.A. ("Assignor"), is the sole and exclusive owner of various U.S. trademarks including, but not limited to, the U.S. trademark registrations listed on Exhibit A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, Gold Standard Enterprises, Inc., an Illinois corporation, having a place of business at 5100 West Dempster Street, Skokie, Illinois 60077, U.S.A. ("Assignee"), desires to acquire the entire right, title and interest in, to and under the Marks in accordance with the terms and conditions set forth in the Purchase Agreement (as defined below); and

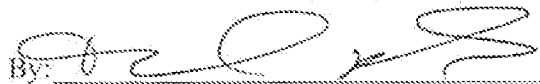
WHEREAS, Assignor and Assignee have heretofore entered into that certain Purchase Agreement dated September 25, 2009 (the "Purchase Agreement") pursuant to which Assignee agreed to purchase certain of Assignor's assets, including the Marks and registrations, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement; and

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under the Marks and registrations, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

Assignor hereby represents, warrants and covenants that it has the full power and authority to convey the right, title and interest herein assigned and transferred to Assignee.

Assignor, intending to be legally bound, has executed this Assignment of U.S. Trademarks by its proper duly authorized officer as of the date written below.

Sam's Wines & Liquors, Inc., Assignor

By: 

Name: Richard N. Boas

Title: Vice President and Assistant Secretary

Date: October 20, 2009

Exhibit A

Mark	Registration Number
Sam's (Grape Design)	1633524
Sam's	1679761
Sam's (Service Mark)	2797435

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