

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Don Sebastiani & Sons International Wine Negotiants		01/01/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Other Guys, Inc.		
<b>Street Address:</b>	35 Maple Street		
<b>City:</b>	Sonoma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95476		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3247567	TOG	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(707)524-1900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(707) 524-1900		
Email:	dranit@smlaw.com		
Correspondent Name:	Warren L. Dranit		
Address Line 1:	P. O. Box 1867		
Address Line 4:	Santa Rosa, CALIFORNIA 95402		
ATTORNEY DOCKET NUMBER:	THE OTHER GUYS, INC.		
NAME OF SUBMITTER:	Warren L. Dranit		
Signature:	/wld/		
Date:	01/27/2010		

OP \$40.00 3247567

**Total Attachments: 5**

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## ASSIGNMENT

THIS ASSIGNMENT, dated January 1, 2010, is executed and delivered by Don Sebastiani & Sons International Wine Negotiants, a California corporation ("Seller"), in favor of The Other Guys, Inc., a California corporation ("Buyer").

FOR GOOD AND VALUABLE CONSIDERATION of Fourteen Thousand Dollars (\$14,000), the receipt and adequacy of which is hereby acknowledged, Seller does hereby transfer, convey and assign to Buyer the following assets:

1. Intellectual Property: all right, title and interest of Seller in the "The Other Guys" and "TOG" including, without limitation, trade names, trademarks, trade dress, logos, and copyrights and all registrations, or applications to register thereof (the "Intellectual Property"). The Intellectual Property includes all rights in "TOG" or "The Other Guys" that arise from Seller's ownership, design, development and use in commerce of the labels copied and attached as Exhibit A. The Intellectual Property includes all rights in the trademark "TOG" registered on the Principal Register of the United States Patent and Trademark Office on May 29, 2007 as registration number 3,247,567. The Intellectual Property also includes all rights of recovery for past infringement of the Intellectual Property.

2. Goodwill. All goodwill associated with the Intellectual Property.

The foregoing assets are collectively referred to herein as the "Assets".

Seller affirms the transfer and delivery of all rights Seller has in the title and possession of the Assets to Buyer, Buyer's representatives, successors, and assigns, to and for its or their uses forever. Seller warrants and represents that it has the right to transfer whatever interest it has in the Assets. Seller makes no representation as to the condition of title, the existence of liens or encumbrances on title, or the right to use such Intellectual Property in commerce without risk of claims of third parties. Seller makes no implied warranty of fitness for purpose.


Seller's transfer of its interest includes any and all interest Seller may have in the right to produce or reproduce the label designs set forth in Exhibit A of this Agreement, the right to distribute said label designs, the right to display said label designs publicly, the right to make derivative works based upon said label designs, and the right to bring suit or make any claim for prior or future infringement of rights in the label designs. Seller, and its successors and assigns agree not to attack, undermine, or challenge the title of Buyer to the Intellectual Property or the validity of the Intellectual Property.

Seller shall execute, acknowledge and deliver in proper form, any instrument of conveyance, assignment or transfer or other further assurance necessary, desirable or otherwise reasonably requested by Buyer necessary to evidence the assignment of the Intellectual Property, and all goodwill thereto, to Buyer.

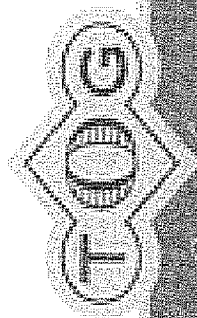
[Signatures on following page]

IN WITNESS WHEREOF, Seller has executed this Assignment on January 1, 2010.

Don Sebastiani & Sons  
International Wine Negotiants

By:   
\_\_\_\_\_  
Don A. Sebastiani, Jr.,  
President

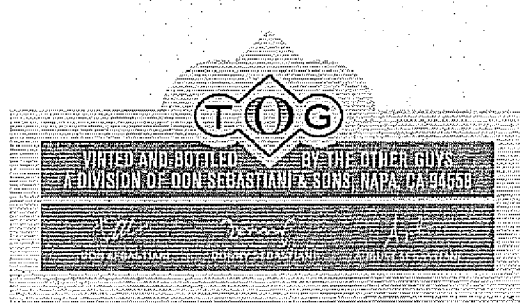
(Notarial Acknowledgement Attached)



UNION & BOTTLED BY THE OTHER GUINNESS BREWERY COMPANY LIMITED  
A DIVISION OF DON SEANSTAIN & SONS  
DUBLIN

**EXHIBIT A**

**Copies of Labels**



ACKNOWLEDGEMENT

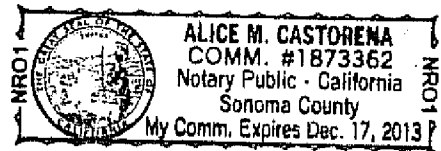
State of California *Calif.* )  
County of Sonoma )

On Jan 12, 2010, before me, Alice Castorena, Notary Public, personally appeared Don A. Sebastiani, Jr. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



(Seal)