

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
Jean-Claude Boisset Wines, USA, Inc.		08/08/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Raymond Tournier Eurl		
Street Address:	52, de la Victoire Street		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75009		
Entity Type:	SOLE PROPRIETORSHIP: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3313570	LULU B.	
CORRESPONDENCE DATA			
Fax Number:	(973)836-0306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129499022		
Email:	fterranella@lawabel.com		
Correspondent Name:	Lawrence E. Abelman		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8004103		
DOMESTIC REPRESENTATIVE			
Name:	Lawrence E. Abelman		
Address Line 1:	666 Third Avenue		

CH \$40.00 3313570

900163751

**TRADEMARK
 REEL: 004218 FRAME: 0198**

Address Line 2: 10th Floor
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Lawrence E. Abelman
Signature:	/lea/
Date:	06/04/2010

Total Attachments: 9
source=LULU B assignment#page1.tif
source=LULU B assignment#page2.tif
source=LULU B assignment#page3.tif
source=LULU B assignment#page4.tif
source=LULU B assignment#page5.tif
source=LULU B assignment#page6.tif
source=LULU B assignment#page7.tif
source=LULU B assignment#page8.tif
source=LULU B assignment#page9.tif

AGREEMENT FOR THE SALE OF ASSETS – TOURNIER

AGREEMENT entered into in Montreal, Quebec, this 8th day of August, 2008.

BETWEEN: **FAMILLE DES GRANDS VINS ET SPIRITUEUX S.A.S.**, a simplified joint stock company having 11,752,000 euros of capital stock, registered in the Beaune *registre du commerce et des sociétés* under number B 515 420 305, having its head office at Passage Montgolfier – 21700 Nuits Saint Georges, France;

AND: **SOCIÉTÉ NOUVELLE J. PELLERIN**, a simplified joint stock company having 2,833,600 euros of capital stock, registered in the Villefranche sur Saône-Tarare *registre du commerce et des sociétés* under number B 957 509 151, having its head office at Château de Pierreux – 694600 Odenas, France;

AND: **JEAN-CLAUDE BOISSET WINES U.S.A. INC.**, the head office of which is located at 2320 Marinship Way, Suite 140, Sausalito CA 94965, USA;

(hereinafter collectively referred to as the “**Vendors**”);

AND: **RAYMOND TOURNIER EURL**, a limited liability sole proprietorship constituted under the laws of France, having its head office at 52 rue de la Victoire, 75009 Paris;

(hereinafter referred to as the “**Purchaser**”, as more fully defined below);

WHEREAS the Vendors own the Sold Assets as more fully described below;

WHEREAS the Vendors have agreed to sell the Sold Assets to the Purchaser, which has agreed to purchase them, in accordance with the terms, conditions, undertakings, representations and warranties set out herein;

NOW THEREFORE, the parties agree as follows:

...

- (i) “**Sold Assets**” or “**Sold Intellectual Property**” means the assets and rights described in Schedule 1.1(i) which consist of, among other things, the trade-marks, trade-mark registration applications, copyright protected works and trade names held by the Vendors in or with respect to the Territory, as well as any goodwill associated therewith. The trade-marks are the subject of protection recognized by the state authorities whereas the trade names result from continuous, recognized use but without specific protection vis-à-vis third parties;

...

ARTICLE 2 SALE OF ASSETS

- 2.1 **Sale of Sold Assets.** For the price and on the terms and conditions described in this Agreement, and based on the representations, warranties and undertakings set out therein, the Vendors sell, transfer and assign to the Purchaser and the Purchaser purchases them and accepts their transfer and assignment, effective as of the Closing Date, all their right, title and interest in and to the Sold Assets, free and clear of any Encumbrance.

....

- (l) **Intellectual property.** Schedule 1.1(i) contains a complete and exhaustive list of the Sold Intellectual Property and each of the information sheets found in Schedule 1.1(i) is, in all material respects, accurate and complete with respect to its contents. The Vendors are the sole and absolute owners of the Sold Intellectual Property, free and clear of any Encumbrance. All the Sold Intellectual Property is fully valid and enforceable and has not been the subject of a use or failure to use or application which could lead to its abandonment, cancellation or unenforceability. With respect to the Sold Intellectual Property which is registered or for which a registration application is pending as of the Closing Date, no element has been abandoned or has expired due to the failure to pay applicable fees, the failure to meet an administrative deadline or any other default. To the knowledge of the Vendors, the use of the Intellectual Property sold by the Vendors in connection with the exercise of the activities of the Vendors prior to the Closing Date does not infringe, contravene or breach the intellectual property or rights of any other Person. There is no Claim which is pending or, to the knowledge of the Vendors, threatened against the Vendors relating to any infringement, contravention or breach by the Vendors of the Intellectual Property of any other Person. To the knowledge of the Vendors, no Person is infringing, contravening or breaching the rights of the Vendors to or in connection with the Sold Intellectual Property. The trade-marks described in Schedule 1.1(i) were used by the Vendors up to the Closing Date in a manner which will not cause them to lose their distinctiveness.

...

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and at the place first hereinabove mentioned.

RAYMOND TOURNIER EURL

FAMILLE DES GRANDS VINS ET SPIRITUEUX S.A.S.

Per: (signed)
Name: Louis Huchette
Title: Authorized representative

Per: _____
Name:
Title:

SOCIÉTÉ NOUVELLE J. PELLERIN

JEAN-CLAUDE BOISSET WINES U.S.A., INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I, the undersigned, Johanne Ouellet, Notary in Montreal, Province of Quebec, hereby attest that I received the signature of the representative of RAYMOND TOURNIER EURL Inc. to this Agreement before me in Montreal on August 8, 2008.

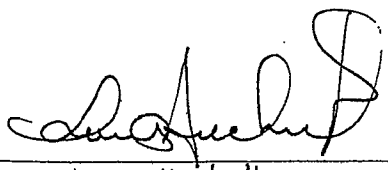
I, the undersigned, Johanne Ouellet, Notary in Montreal, Province of Quebec, hereby attest that I received the signatures of the representatives of Famille des Grands Vins et Spiritueux (FGVS) S.A.S., Société Nouvelle J. Pellerin and Jean-Charles Boisset Wines U.S.A., Inc. to this Agreement before me in Montreal on _____, 2008.

(signed)
Johanne Ouellet
Notary

Johanne Ouellet
Notary

EN FOI DE QUOI, les Parties ont signé cette Convention aux date et lieu précités.

RAYMOND TOURNIER EURL

par : 
Nom : Louis Huchette
Titre : Représentant autorisé

FAMILLE DES GRANDS VINS ET
SPIRITUEUX S.A.S.

par : _____
Nom : _____
Titre : _____

SOCIÉTÉ NOUVELLE J. PELLERIN

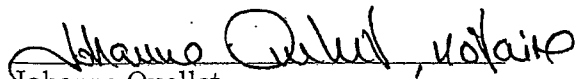
par : _____
Nom : _____
Titre : _____

JEAN-CLAUDE BOISSET WINES
U.S.A., INC.

par : _____
Nom : _____
Titre : _____

Je soussigné, Me Johanne Ouellet, notaire à
Montréal dans la province de Québec,
atteste avoir reçu la signature du
représentant de RAYMOND
TOURNIER EURL Inc. à cette Convention
devant moi à Montréal le
8 août 2008.

Je soussigné, Me Johanne Ouellet, notaire à
Montréal dans la province de Québec,
atteste avoir reçu les signatures des
représentants de Famille des Grands Vins et
Spiritueux (FGVS) S.A.S., de Société
Nouvelle J. Pellerin et de Jean-Charles
Boisset Wines U.S.A., Inc. à cette
Convention devant moi à Montréal le
_____ 2008.


Johanne Ouellet
Notaire

Johanne Ouellet
Notaire

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and at the place first hereinabove mentioned.

RAYMOND TOURNIER EURL

**FAMILLE DES GRANDS VINS ET
SPIRITUEUX S.A.S.**

Per: _____
Name:
Title:

Per: (signed) _____
Name:
Title:

SOCIÉTÉ NOUVELLE J. PELLERIN

**JEAN-CLAUDE BOISSET WINES
U.S.A., INC.**

Per: (signed) _____
Name:
Title:

Per: (signed) _____
Name:
Title:

I, the undersigned, Johanne Ouellet, Notary in Montreal, Province of Quebec, hereby attest that I received the signature of the representative of RAYMOND TOURNIER EURL Inc. to this Agreement before me in Montreal on _____, 2008.

I, the undersigned, Johanne Ouellet, Notary in Montreal, Province of Quebec, hereby attest that I received the signatures of the representatives of Famille des Grands Vins et Spiritueux (FGVS) S.A.S., Société Nouvelle J. Pellerin and Jean-Charles Boisset Wines U.S.A., Inc. to this Agreement before me in Montreal on July 8, 2008.

(signed) _____
Johanne Ouellet
Notary

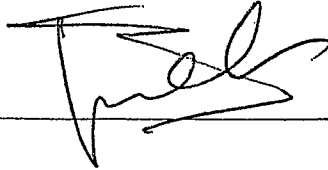
(signed) _____
Johanne Ouellet
Notary

EN FOI DE QUOI, les Parties ont signé cette Convention aux date et lieu précités.

RAYMOND TOURNIER EURL

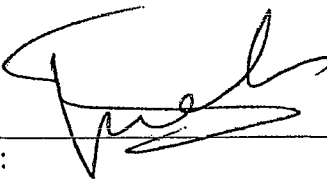
FAMILLE DES GRANDS VINS ET SPIRITUEUX S.A.S.

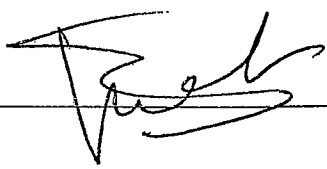
par : _____
Nom :
Titre :

par :  _____
Nom :
Titre :

SOCIÉTÉ NOUVELLE J. PELLERIN

JEAN-CLAUDE BOISSET WINES U.S.A., INC.


par :  _____
Nom :
Titre :

par :  _____
Nom :
Titre :

Je soussigné, Me Johanne Ouellet, notaire à Montréal dans la province de Québec, atteste avoir reçu la signature du représentant de RAYMOND TOURNIER EURL Inc. à cette Convention devant moi à Montréal le _____ 2008.

Je soussigné, Me Johanne Ouellet, notaire à Montréal dans la province de Québec, atteste avoir reçu les signatures des représentants de Famille des Grands Vins et Spiritueux (FGVS) S.A.S., de Société Nouvelle J. Pellerin et de Jean-Charles Boisset Wines U.S.A., Inc. à cette Convention devant moi à Montréal le 8 juillet 2008.

Johanne Ouellet
Notaire


Johanne Ouellet
Notaire

SCHEDULE 1.1(i)

Assets Sold

- **Trade-marks and trade names making up the Sold Intellectual Property (as described in the attached documents)**

See attached documents.

Information Sheet #7

	Name	Registration No.	Date of 1st use	Product reference # with provincial distribution monopolies
Main trade-mark	LULU B.	<i>Canada:</i> (Reg. # TMA676,242) <i>U.S.:</i> (Reg. # 3313570) <i>Mexico:</i> No registration application has been filed	<i>Canada:</i> Used in Canada since at least 2005 <i>U.S.:</i> Used in the U.S. since at least 2005	10802875 SAQ 668996 LCBO 669010 LCBO 38273 LCBO 53231 LCBO 389049 BCL 389155 BCL 1003247 NSLC 1003124 NSLC 4042 MLCC 4157 MLCC 4040 MLCC 7157 NLLC 7158 NLLC 7159 NLLC 721111 AGLC 721112 AGLC

Diane G. Cameron, Attorney
4700 Bonavista Ave., Suite 206, Montreal, Quebec H3W 2C5
Tel.: (514) 483-2619 Fax: (514) 483-3616

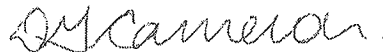
May 27, 2010

To Whom It May Concern:

Re: Translation of documents regarding an Agreement for the Sale of Assets

I hereby certify that, to the best of my knowledge and belief, the attached documents, being extracts from an Agreement for the Sale of Assets dated August 8, 2008 between Famille Des Grands Vins et Spiritueux S.A.S., Société Nouvelle J. Pellerin, Jean-Claude Boisset Wines U.S.A. Inc. and Raymond Tournier EURL are a true, complete and accurate translation in all respects of the copies of such extracts provided to me in the French language.

Yours truly,



Diane G. Cameron

Att.

TRADEMARK

~~RECORDED: 06/04/2010~~

~~REEL: 004218 FRAME: 0208~~