

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
Vinification Ventures, Inc.	FORMERLY Geerlings & Wade, Inc.	09/28/2010	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Phoenix Vintners, LLC		
Doing Business As:	DBA The Traveling Vineyard		
Street Address:	28 Northgate Road		
City:	Ipswich		
State/Country:	MASSACHUSETTS		
Postal Code:	01938		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	77540095	N E WINeworks	
Registration Number:	3354263	DELLA CRESTA	
Registration Number:	3272915	TANGLERose	
Registration Number:	3272914	BLACK SHADOW	
Registration Number:	3303929	VERONICA CREEK	
Registration Number:	3132702	TRIA	
Registration Number:	3173610	TERRE DES ANGES	
Registration Number:	3126851	LEAFWING	
Registration Number:	3126850	DEVINA ESTATES	
Registration Number:	3607178	LA VIGNA MOBILE	
Registration Number:	3121240	GIOVINA	
Registration Number:	3127363	GLASSMOON RISING	

OP \$640.00 77540095

900173450

TRADEMARK
REEL: 004292 FRAME: 0311

Registration Number:	2987927	BENTGATE
Registration Number:	2981621	STEEPLE STREET
Registration Number:	2981620	WOODVALE ESTATES
Registration Number:	2981619	MANGROVE
Registration Number:	2946902	PEDRETTI
Registration Number:	2872418	THE TRAVELING VINEYARD
Registration Number:	2977940	AVANZATO
Registration Number:	2929471	GRASS TREE
Registration Number:	1982292	LAPIS LAZULI WINERY & VINEYARDS
Registration Number:	1963367	ST CAROLYNE WINERY
Registration Number:	1963366	SAN VALENCIA WINERY
Registration Number:	1966801	JACK CANYON CELLARS
Registration Number:	2420347	RED BRICK CELLARS

CORRESPONDENCE DATA

Fax Number: (978)720-3164
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (978) 720-3110
 Email: bruggieri@glovskyx2.com
 Correspondent Name: Brandon M. Ruggieri
 Address Line 1: 8 Washington Street
 Address Line 4: Beverly, MASSACHUSETTS 01915

ATTORNEY DOCKET NUMBER:	23116.003
NAME OF SUBMITTER:	Brandon M. Ruggieri
Signature:	/Brandon M. Ruggieri/
Date:	10/07/2010

Total Attachments: 13

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TRADEMARK

REEL: 004292 FRAME: 0312

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**") is entered into as of this day 28th of September, 2010 (the "**Effective Date**") by and between MARK G. DeGIACOMO, as he is Chapter 7 Trustee of VINIFICATION VENTURES, INC., a Massachusetts corporation and not individually or as a partner of Murtha Cullina, LLP, having a notice address of c/o Murtha Cullina LLP, 99 High Street, 20th Floor, Boston, Massachusetts 02110 (the "**Assignor**"), and PHOENIX VINTNERS, LLC, a Massachusetts limited liability company having a notice address of 28 Northgate Road, Ipswich, Massachusetts 01938 (the "**Assignee**").

WHEREAS, the Assignor is the Chapter 7 Trustee of Vinification Ventures, Inc. (the "**Debtor**") in Chapter 7 Bankruptcy Case No. 10-14016-FJB, pending in the United States Bankruptcy Court for the District of Massachusetts, Eastern Division;

WHEREAS, Debtor filed a voluntary petition pursuant to Chapter 7 of the Bankruptcy Code of the United States;

WHEREAS, Debtor is the beneficial owner of certain trademarks as set forth in **Appendix 1** attached hereto and incorporated herein (the "**Trademarks**");

WHEREAS, the Assignor and the Assignee entered into an Asset Purchase Agreement on August 6, 2010 (the "**Agreement**"), for the purchase of certain Assets owned or controlled by Assignor including, but not limited to, the Trademarks;

WHEREAS, pursuant to the terms set forth in the Agreement, the Assignor agrees to assign the Trademarks to the Assignee and the Assignee agrees to accept the assignment of the Trademarks; and

WHEREAS, the Assignor and the Assignee are desirous of confirming the assignment for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices.

NOW, THEREFORE, in consideration of the purchase price set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Transfer of Trademarks**

1.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, transfers, assigns and delivers unto Assignee, as of the Effective Date, all right, title and interest in and to the Trademarks and the United States Patent and Trademark Office registrations therefor within the care, custody, or control of the Assignor, together with the goodwill of the business connected with and symbolized by such Trademarks and the registrations thereof, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such

Trademarks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name. The Assignor assigns ownership of the Trademarks, and authorizes the Assignee to change the registered owner of the Trademarks with the United States Patent and Trademark Office, and the Assignee agrees to accept the change of the registered owner of the Trademarks. Any such documents required to change the registered owner of the Trademarks with the United States Patent and Trademark Office into the Assignee shall be prepared and filed by the Assignee at the Assignee's sole expense.

1.2 This assignment is executed in accordance with, and is subject to the terms and conditions of the Agreement.

2. **Registration Fees**

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

3. **Effective Date and Term**

This Agreement has been duly executed by their authorized representative as of the date first set forth above and shall be effective simultaneously.

4. **Settlement of Disputes**

The parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through friendly consultation within thirty (30) days after one party seeks consultation through written notice to the other party hereunder. If no settlement can be reached through consultation, either party may bring the dispute before the United States Bankruptcy Court for the District of Massachusetts, Eastern Division.

5. **Applicable Law**

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts and Title 11 of the United States Code, as amended.

6. **Amendment and Supplement**

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7. **Severability**

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

8. **Appendices**

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

9. **Miscellaneous**

This Agreement may be executed in separate execution copies, and may be executed by facsimile.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

The "ASSIGNOR"



MARK G. DeGIACOMO,
As Chapter 7 Trustee and not individually
or as a partner of Murtha Cullina LLP

The "ASSIGNEE"

PHOENIX VINTNERS, LLC

By: _____
Name: Richard E. Libby
Title: Manager, Duly Authorized

APPENDIX 1
Registered Trademarks

<u>Trademark</u>	<u>USPTO Serial Number</u>	<u>USPTO Registration Number</u>
DELLA CRESTA	78900453	3354263
TANGLEROSE	78716467	3272915
BLACK SHADOW	78716454	3272914
VERONICA CREEK	78716444	3303929
TRIA	78707199	3132702
TERRE DES ANGES	78707179	3173610
LEAFWING	78707169	3126851
DEVINA ESTATES	78707156	3126850
N E WINEWORKS	77540095	
LA VIGNA MOBILE	77388067	3607178
GIOVINA	76601162	3121240
GLASSMOON RISING	76586658	3127363
BENTGATE	76581143	2987927
STEEPLE STREET	76575455	2981621
WOODVALE ESTATES	76575454	2981620
MANGROVE	76575453	2981619
PEDRETTI	76568629	2946902
THE TRAVELING VINEYARD	76509379	2872418
AVANZATO	76568626	2977940
GRASS TREE	76542236	2929471
LAPIS LAZULI WINERY & VINEYARDS	74666569	1982292
ST CAROLYNE WINERY	74666567	1963367
SAN VALENCIA WINERY	74666566	1963366
JACK CANYON CELLARS	74666564	1966801
RED BRICK CELLARS	74666562	2420347

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Mark G. DeGiacomo, Chapter 7 Trustee of the bankruptcy estate of Vinification Ventures, Inc. d/b/a The Traveling Vineyard (the "Debtor"), Chapter 7 Case No. 10-14016 (FJB) (the "Seller") has accepted the offer of Phoenix Vintners, LLC (the "Buyer") to purchase for the sum of FIVE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$517,500.00) all of the Seller's right, title and interest in substantially all of the Debtor's assets as more particularly described in the attached Exhibit A and in the Asset Purchase Agreement by and between the Buyer and the Seller dated August 6, 2010 which is expressly incorporated by reference herein (the "Assets" and the "Asset Purchase Agreement").

WHEREAS, on September 14, 2010, the United States Bankruptcy Court entered an Order allowing the Seller's Motion for Authority to Sell the Assets to the Buyer by private sale free and clear of all liens, claims, encumbrances and interests and subject to the terms and conditions in the Asset Purchase Agreement (the "Sale Order").

NOW, THEREFORE, for good and valuable consideration paid to the Seller, the receipt of which is hereby acknowledged, the Seller hereby grants, sells and conveys to the Buyer, his successors and assigns, as of the date hereof, all of his right, title and interest in the Assets.

TO HAVE AND TO HOLD the Assets forever unto the Buyer, its successors and assigns, free and clear of all liens, claims, encumbrances or interests.

All assets transferred hereunder are transferred "AS IS" and "WHERE IS" without any representations or warranties, including WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This sale is further subject to all the terms and conditions contained in the Asset Purchase Agreement and to the Sale Order.

Seller covenants and agrees that Seller will execute, deliver and acknowledge (or cause to be executed, acknowledged and delivered) from time to time at the request of Buyer and without further consideration, all such instruments of conveyance, transfer, assignment prepared by the Buyer as may reasonably be required in order to transfer to or further perfect in Buyer the title of Seller to the Assets.

The validity, interpretation and implementation of this Bill of Sale shall be governed by the laws of the Commonwealth of Massachusetts and Title 11 of the United States Code, as amended.

IN WITNESS WHEREOF, the Seller has executed this instrument under seal on this 28th day of September, 2010.

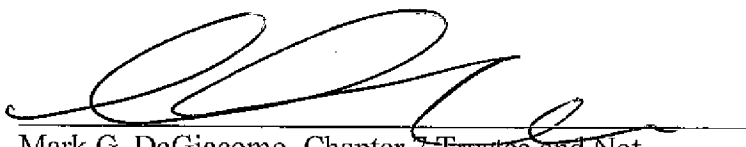

Mark G. DeGiacomo, Chapter 7 Trustee and Not
Individually

EXHIBIT A

ASSETS

(a) all of Seller's inventory as identified in Section 30 of Schedule B to the Seller's Bankruptcy Petition dated April 14, 2010, as more fully identified in **Schedule 1** attached hereto and incorporated herein.

(b) all of Seller's worldwide rights, title and interest in and to all trademarks, trade names, certification marks, service marks, logos, trade dress and other source indicators used in connection with the operation of Seller's "The Traveling Vineyard" brand, including, without limitation, such federal trademark registrations as listed on **Schedule 2** attached hereto and incorporated herein. The rights set forth in the preceding sentence shall include, but not be limited to, the right to bring any action at law or in equity for the infringement of such trademark registrations occurring prior to the Closing Date, including the right to receive all proceeds and damages therefrom.

(c) all of Seller's worldwide rights, title and interest in and to the domain name(s), and corresponding registrations, set forth in on **Schedule 3** attached hereto and incorporated herein, including the right to receive all proceeds and damages therefrom.

(d) copies or originals of all files and records, archived files, artwork, development and design work, graphics and design work, applications, licenses, agreements, contracts, and permissions (as amended to date) and all other written correspondence and documentation relating to, used in connection with or evidencing ownership of the Assets to the extent such documents are in the Seller's possession.

(e) to the extent the same are assignable, all of Seller's federal, state and municipal licenses related to or otherwise concerning the importing, wholesaling or retail sale of wine including, but not limited to, Federal Basic Permits, Federal Importers Permit, California Importers Permit, California Winery License, California Wholesaler License, and the California Retail License, all as more fully set forth on **Schedule 4** attached hereto and incorporated herein.

SCHEDULE 1

Inventory List

1. Inventory consisting of wine located in WTN warehouses in Albany, New York and Napa, California, having an approximate value of \$404,209.49. (This inventory does NOT include the approximately \$18,000 of wine product that is property of Smith Anderson/Stonehedge Winery)
2. Inventory of wine pourers having an approximate value of \$13,500.00.
3. Miscellaneous non-wine accessories including racks, openers having an approximate value of \$3,000.00.
4. Wine in barrels at Sonoma Wine Company, 205 Jim Oswalt Way, Suite A, American Canyon, California having an approximate value of \$31,334.99.

SCHEDULE 2

<u>Trademark</u>	<u>USPTO Serial Number</u>	<u>USPTO Registration Number</u>
DELLA CRESTA	78900453	3354263
TANGLEROSE	78716467	3272915
BLACK SHADOW	78716454	3272914
VERONICA CREEK	78716444	3303929
TRIA	78707199	3132702
TERRE DES ANGES	78707179	3173610
LEAFWING	78707169	3126851
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GIOVINA	76601162	3121240
GLASSMOON RISING	76586658	3127363
BENTGATE	76581143	2987927
STEEPLE STREET	76575455	2981621
WOODVALE ESTATES	76575454	2981620
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SAN VALENCIA WINERY	74666566	1963366
JACK CANYON CELLARS	74666564	1966801
RED BRICK CELLARS	74666562	2420347

SCHEDULE 3

Domain Names

www.thetravelingvineyard.com

www.thetravellingvineyard.com

www.myttv.com

SCHEDULE 4

Licenses

Federal Basic Permits

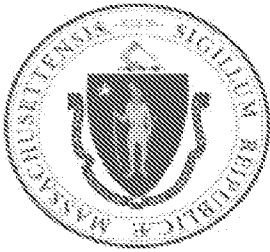
Federal Importers Permit

California Importers Permit (may be the same as the Federal one)

California Winery license

California Wholesaler License

California Retail License



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Amendment

(General Laws, Chapter 156D, Section 10.06, 950 CMR 113.34)

Federal Employer Identification Number: 042935863 (must be 9 digits)

1. Exact name of corporation: GEERLINGS & WADE, INC.

2. Registered office address: 45 BRAINTREE HILL ROAD, SUITE 300 BRAINTREE, MA 02184 USA

These Articles of Amendment affecting article(s):

☒ Article 1 ☐ Article 2 ☐ Article 3 ☐ Article 4 ☐ Article 5 ☐ Article 6

(Specify the number(s) of articles being amended(I-IV))

4. Date adopted: 8/28/2009

5. Approved by:

☐ the incorporators.

or

☐ the board of directors without shareholder approval and shareholder approval was not required.

or

☒ the board of directors and the shareholders in the manner required by law and the articles of organization.

6. State article number and text of the amendment.

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

VINIFICATION VENTURES, INC.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

Amendments to Article III cannot be filed on-line at this time

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class, **if amended**. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

(Do not state Article IV if it has not been amended.)

TRADEMARK

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ARTICLE V

As amended, the restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are

ARTICLE VI

As amended, other lawful provisions for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

(Do not state Article VI if it has not been amended.)

The amendment shall be effective at the time and on the date approved by the Division, unless, a *later* effective date not more than *ninety days* from the date and time of filing is specified:

Later Effective Date: Time:

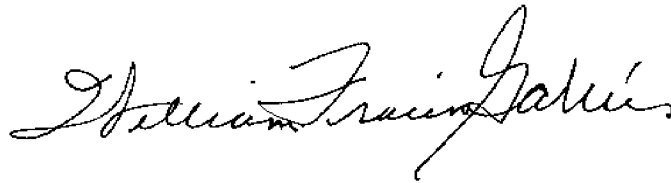
Signed by HUIB E. GEERLINGS, its CHAIRMAN OF THE BOARD
on this 3 Day of September, 2009

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 03, 2009 11:47 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth