

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
Wine Delivery, LLC		11/15/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Shopkeep.com, Inc.		
Street Address:	55 Broad Street, Suite 13F		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3936441	SHOPKEEP	
CORRESPONDENCE DATA			
Fax Number:	(646)349-2782		
Phone:	2124818686		
Email:	docket@sabety.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ted Sabety		
Address Line 1:	Sabety & Associates, PLLC		
Address Line 2:	8 West 40th Street, 12th Floor		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	SHOPKEEP		
NAME OF SUBMITTER:	Ted Sabety		
Signature:	/ts/		

CH \$40.00 3936441

900207260

TRADEMARK
 REEL: 004661 FRAME: 0490

Date:

11/16/2011

Total Attachments: 2

source=trademark assignment sk_001#page1.tif

source=trademark assignment sk_001#page2.tif

SHOPKEEP.COM, INC.

TRADEMARK ASSIGNMENT

THIS DEED AND ASSIGNMENT (this "Assignment") is made effective as of the 1st day of June 2011, by and among Wine Delivery, LLC a New York Limited Liability Company ("Assignor") and Shopkeep.com, Inc. a Delaware Corporation. (the "Assignee").

For One Dollar and other good and valuable consideration, the adequacy of which is hereby acknowledged by the Assignor, the parties hereto agree as follows:

1 ARTICLE 1: ASSIGNMENT PROVISIONS

- 1.1 The undersigned Assignor, hereby conveys and irrevocably assigns to Assignee all [of its] right, title and interest in and to the Assigned Intellectual Property free and clear of all liens and encumbrances of any kind, such rights including the right to sue for and collect damages for past, present and future infringement of the Assigned Intellectual Property .
- 1.2 "Assigned Intellectual Property" means the trademarks listed on Exhibit A and all goodwill associated therewith, including any related trademark applications, trademark registrations, rights to file for trademark registrations and all common law rights in such trademarks, in each case throughout the world.

2 ARTICLE 2: MISCELLANEOUS PROVISIONS

- 2.1 Assignor represents and warrants that Assignor has sufficient rights in the Assigned Intellectual Property to make the assignment as set forth herein.
- 2.2 Application of New York Law. This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, without regard to conflicts of law principles.
- 2.3 Execution of Additional Instruments. Assignor hereby agrees to execute

such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

2.4 Represented by Counsel. Assignor represents that he/she has been advised by counsel regarding this assignment and the scope of the Assigned Intellectual Property.

2.5 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof the undersigned has executed this Assignment.

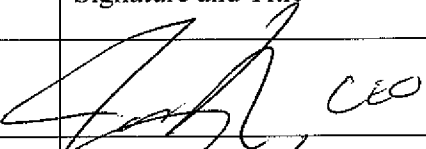
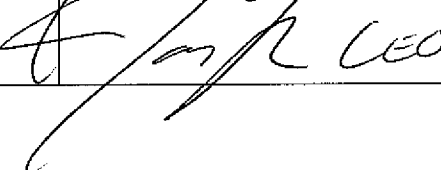
Assignor/ Assignee	Signature and Title	Date
Wine Delivery, LLC	 CEO	11-15-11
Shopkeep.com, Inc.	 CEO	11-15-11

EXHIBIT A: ASSIGNED INTELLECTUAL PROPERTY

1. "SHOPKEEP", U.S. Reg. No. 3936441