

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Purple Wine Production Company, Inc.		12/01/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beverages & More, Inc.		
<b>Street Address:</b>	1470 Enea Circle		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Concord		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94520		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3902050	MAIN & GEARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)391-6493		
<b>Phone:</b>	415-391-6490		
<b>Email:</b>	Kit@Commins.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kit Knudsen		
<b>Address Line 1:</b>	400 Montgomery Street		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	PWPC -> BEVMO!		
<b>NAME OF SUBMITTER:</b>	Kit Knudsen		

OP \$40.00 3902050

Signature:	/Kit Knudsen/
Date:	12/29/2011
<b>Total Attachments: 11</b> source=BevMo_WWC Brand Purchase Agreement Final#page1.tif source=BevMo_WWC Brand Purchase Agreement Final#page2.tif source=BevMo_WWC Brand Purchase Agreement Final#page3.tif source=BevMo_WWC Brand Purchase Agreement Final#page4.tif source=BevMo_WWC Brand Purchase Agreement Final#page5.tif source=BevMo_WWC Brand Purchase Agreement Final#page6.tif source=BevMo_WWC Brand Purchase Agreement Final#page7.tif source=BevMo_WWC Brand Purchase Agreement Final#page8.tif source=BevMo_WWC Brand Purchase Agreement Final#page9.tif source=BevMo_WWC Brand Purchase Agreement Final#page10.tif source=BevMo_WWC Brand Purchase Agreement Final#page11.tif	

**BRAND PURCHASE AGREEMENT**

THIS BRAND PURCHASE AGREEMENT ("Agreement"), made this 1<sup>st</sup> day of December, 2011, by and between Purple Wine Production Company, Inc. dba Wheelhouse Wine Cellars, 9119 Graton Road, Graton, CA 95444 ("Seller") and Beverages & More, Inc., 1470 Enea Circle, Suite 1600, Concord CA 94520 ("Buyer").

**WITNESSETH:**

WHEREAS, Seller has created, developed and filed a trademark application for, and currently owns the right, title and interest in and to, the "Main & Geary" name and trademark, domain name and brand website (the "Business");

WHEREAS, Seller desires to sell, assign, transfer and convey to Buyer, and Buyer desires to purchase, acquire and accept from Seller, all of the assets, rights, interests and claims of the Business, all upon the terms and subject to the conditions set forth in this Agreement, as well as to any existing wine inventory bearing the name and trademark "Main & Geary."

NOW, THEREFORE, in consideration of the respective promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I**  
**PURCHASE AND SALE OF ASSETS**

1.1 Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of the Seller's right, title and interest in and to the following assets, rights, interests and claims owned or held by the Seller and used or useful in connection with the Business, free and clear of all mortgages, liens, pledges, claims, security interests or encumbrances of any nature whatsoever:

(a) All quantities of wine inventory used or held for use in connection with the Business that is usable and salable in the ordinary course of business (the "Inventory") in one transaction at a price to be mutually agreed to between the parties as established by an invoice issued by Seller and subject to the federal and state alcoholic beverage laws;

(b) The Main & Geary brand (the "Brand");

(c) All Intellectual Property in connection with the Brand. As used herein, "Intellectual Property" means all of the following which are owned or used by, or registered in the name of, the Seller in connection with the Brand: the names, trade names, service marks and trademarks Main & Geary (including, without limitation, registrations thereof and applications therefor); all other trade names, trademarks, service marks, brand names, slogans, certification marks, trade dress, assumed names, Internet domain names and other indications of origin, the

goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; patents, patent applications and patent disclosures in any jurisdiction, together with reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; inventions, invention disclosures, whether or not patented or patentable in any jurisdiction; computer programs and software (including source code, object code and data), know-how and any other technology; trade secrets, ., business and marketing plans and other confidential information; writings and other works, whether or not copyrighted or copyrightable in any jurisdiction, registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; all proprietary rights in advertising and promotional materials; and any other worldwide intellectual property rights which are owned or used by, or registered in the name of, the Seller in connection with the Brand;

(d) All websites and website domain registrations used or held for use in connection with the Brand, including, without limitation, www.mainandgeary.com, (collectively, the "Purchased Assets").

1.2 Liabilities Not Assumed. Buyer has not agreed to pay, perform or discharge, shall not be required to assume and shall have no liability or obligation with respect to, any liability or obligation, direct or indirect, absolute or contingent, known or unknown, of Seller, including, without limitation, any liability or obligation based on, arising out of or in connection with the Purchased Assets or Seller's operation or use thereof prior to the Closing, Seller's use of the Brand prior to the Closing or any litigation pending or threatened against Seller.

1.3 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price"), not including the Inventory, shall be equal to twenty thousand dollars (\$20,000), which is being paid by the Buyer at the Closing to Seller by bank check or wire transfer of immediately available funds.

1.4 Costs of Development. Seller represents and warrants to Buyer (which representation and warranty will survive the closing for a period of one (1) year) that the Purchase Price represents all of Seller's costs incident to, and the full fair market value of, the brand being sold, including, without limitation: (a) Naming, (b) Concept and Packaging Development, (c) Graphic Design, (d) Trademark Search, Filing and Protection, (e) Package Tooling Costs and Materials, (f) Labor, Incidental Expenses, (g) Initial Inventory Procurement and Storage, (h) Necessary initial compliance, including Trade Name Addition to Federal Basic Permit and TTB Certificate of Label Approvals (COLA), (i) Legal Fees, including Brand Ownership Transfer.

## ARTICLE II CLOSING

2.1 The Closing. The Closing of the transactions contemplated hereby (the "Closing") shall take place by facsimile and overnight mail simultaneously with the execution and delivery hereof. The date of the Closing is hereinafter referred to as the (the "Closing Date").

2.2 Deliveries of Seller. At the Closing, Seller shall deliver to Buyer duly executed and acknowledged trademark assignments and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to the parties and their counsel, to transfer the Purchased Assets to Buyer free and clear of all liens.

2.3 Deliveries of Buyer. At the Closing, Buyer shall deliver to Seller the Closing Payment.

2.4 Further Assurances. From time to time after the Closing, Seller shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery, and take such other action as Buyer reasonably may request in order more effectively to (i) transfer, convey, assign and deliver to Buyer, and to place Buyer in possession or control of, any of the Purchased Assets, or (ii) enable Buyer to exercise and enjoy all rights and benefits of Seller with respect thereto.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows, each of which representations and warranties will survive the closing for a period of one (1) year:

3.1 Organization, Good Standing and Authority. Seller is a legal entity duly organized and in good standing under the laws of its state of organization, with full capacity to sue and be sued.

3.2 Authorization; Enforceability. The execution and delivery of this Agreement and each of the other agreements contemplated hereby to which Seller is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of Seller, and this Agreement and each of the other agreements contemplated hereby to which Seller is a party constitute the valid and binding obligations of Seller, enforceable in accordance with their respective terms.

3.3 No Default. The execution, delivery and performance by Seller of this Agreement and each of the other agreements contemplated hereby to which Seller is a party, and the consummation of the transactions contemplated hereby and thereby do not and will not be a violation of the terms of any contract, instrument or agreement between Seller and any third party.

3.4 Inventory. The Inventory consists of items of a quality and quantity useable or salable in the ordinary course of the business of Seller consistent with past custom and practice. All items included in the Inventory are the property of Seller.

3.5 Purchased Assets. Seller has good, marketable and valid title to the Purchased Assets, in each case free and clear of all liens. The operation of the Business does not violate, infringe or otherwise conflict with the intellectual property rights of any other party.

3.6 Intellectual Property. Exhibit A attached to this Agreement sets forth a true, accurate and complete list of all Intellectual Property presently owned, possessed, held by, related to or used in connection with the Brand, and all licenses of any of the foregoing granted to or by Seller. To the knowledge of Seller, all of the foregoing are in good standing. None of the foregoing are subject to any pending or, to the knowledge of Seller, threatened challenge, and there are no claims pending or, to the knowledge of Seller, threatened against Seller with respect to any of the foregoing or with respect to any alleged infringement thereof or of any similar rights of any other person.

3.7 Compliance With Laws. Seller holds all licenses, approvals, permits and authorizations necessary for the lawful conduct of the Business and has complied and is in compliance with all applicable federal, state and local laws, rules, regulations and ordinances, including without limitation all alcoholic beverage laws.

3.8 Litigation. There are no suits, actions or arbitrations, or legal, administrative or other proceedings or governmental investigations pending or, to the knowledge of Seller, threatened against or affecting Seller, the Brand or the Purchased Assets, or which seek to enjoin or otherwise interfere with the consummation of the transactions contemplated by this Agreement or any of the other agreements contemplated hereby to which Seller is a party or the performance by Seller of its obligations hereunder or thereunder, nor, to the knowledge of Seller, does there exist a valid basis for any such suit, action, arbitration, legal, administrative or other proceeding or governmental investigation. To the knowledge of seller, there is no outstanding judgment, decree, injunction or order of any court, administrative agency or other instrumentality or arbitrator against Seller, the Brand or the Purchased Assets, or affecting the transactions contemplated by this Agreement or any of the other agreements contemplated hereby to which Seller is subject. To the knowledge of Seller is not in default with respect to any judgment, decree, injunction or order of any court, administrative agency or other instrumentality.

3.9 Required Consents and Approvals. The execution and delivery by Seller of this Agreement and each of the other agreements contemplated hereby to which Seller is a party do not, and the performance by Seller of its obligations hereunder and thereunder will not, require any consent, approval, order, authorization, registration, qualification or designation from any governmental authority or third party, including, without limitation, pursuant to any agreement or other instrument by which Seller or any of its properties or assets is bound.

3.10 No Intellectual Property Claims. No current or former director, officer, employee, contractor or consultant of the Seller who has contributed to, or participated in, the conception and development of Intellectual Property for the Seller has asserted or threatened any claim against the Seller in connection with such person's involvement in the conception and development of such Intellectual Property and, to the knowledge of the Seller, no such person has a reasonable basis for any such claim. Each current employee, consultant and officer of the Seller with any contact to the development of the Brand has executed an agreement with the Seller regarding confidentiality and invention assignment that effectively assigns to, or otherwise vests exclusive ownership in, the Seller all ideas, inventions and other intellectual property developed by such individual in the course of performing duties for the Seller related to the Brand, and none of such individuals has reserved any rights or excluded from assignment any

item or intellectual property thereunder. The Seller is not aware that any of its employees or consultants is in violation thereof.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows; each of which representations and warranties will survive the closing for a period of one (1) year:

4.1 Organization, Good Standing and Authority. Buyer is a legal entity duly organized and in good standing under the laws of its state of organization, with full capacity to sue and be sued.

4.2 Authorization; Enforceability. The execution and delivery of this Agreement and each of the other agreements contemplated hereby to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of Buyer, and this Agreement and each of the other agreements contemplated hereby to which Buyer is a party constitute the valid and binding obligations of Buyer, enforceable in accordance with their respective terms.

4.3 Compliance With Laws. Buyer holds all licenses, approvals, permits and authorizations necessary for the lawful conduct of the Business and has complied and is in compliance with all applicable federal, state and local laws, rules, regulations and ordinances, including without limitation all alcoholic beverage laws.

4.4 No Default. The execution, delivery and performance by Buyer of this Agreement and each of the other agreements contemplated hereby to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby do not and will not be a violation of the terms of any contract, instrument or agreement between Buyer and any third party.

4.5 Required Consents and Approvals. The execution and delivery by Buyer of this Agreement and each of the other agreements contemplated hereby to which Buyer is a party do not, and the performance by Buyer of its obligations hereunder and thereunder will not, require any consent, approval, order, authorization, registration, qualification or designation from any governmental authority or third party, including, without limitation, pursuant to any agreement or other instrument by which Buyer or any of its properties or assets is bound.

ARTICLE V  
INDEMNIFICATION

5.1 Indemnification by Seller. The Seller shall indemnify and hold Buyer harmless from and against any loss, liability, claim, damage or expense, including without limitation

reasonable attorney's fees and expenses, which Buyer may incur as a result of or in connection with: (i) any material breach or inaccuracy of any of the representations or warranties made by Seller in this Agreement or any schedules or exhibits hereto so long as Buyer's claim for indemnity is made within the survival period for such representation and warranty; (ii) any material breach or non-performance by Seller of any covenant or agreement of Seller set forth in this Agreement; (iii) any action, suit or proceeding now pending or instituted against Seller prior to or after the Closing, and any action, suit or proceeding instituted against Buyer after the Closing, arising out of matters, acts or omissions which occurred in connection with the conduct of the Business by Seller prior to the Closing; and (iv) the ownership, operation or use of the Purchased Assets prior to the Closing, the conduct of the Business prior to the Closing and all contracts, agreements, obligations, commitments and liabilities of Seller of every kind and character relating in any manner to the Purchased Assets or the Business.

5.2 Indemnification by Buyer. The Buyer shall indemnify and hold Seller harmless from and any and all loss, liability, claim, damage or expense, including, without limitation, reasonable attorney's fees and expenses, which Seller may incur as a result of or in connection with: (i) any material breach or inaccuracy of any of the representations or warranties made by the Buyer in this Agreement or any schedules and exhibits hereto so long as Seller's claim for indemnity is made within the survival period for such representation and warranty; (ii) any material breach or non-performance by the Buyer of any covenant or agreement of the Buyer set forth in this Agreement; (iii) any action, suit or proceeding instituted against Buyer or Seller after the Closing in connection with the conduct of the Business by Buyer after the Closing; (iv) the ownership, operation or use of the Purchased Assets after the Closing or the conduct of the Business by Buyer after the Closing.



ARTICLE VI  
OTHER PROVISIONS

6.1 Confidentiality. Each party agrees that prior to and following the Closing it may acquire or develop confidential information relating to the other party and its business, including but not limited to production specifications or quantities, processing procedures, packaging, pricing, profits, marketing or promotional strategies, market research, revenues, sales, supply sources, business plans or models, financial projections, trade secrets, know-how, competitive analyses, customers and the terms and existence of this Agreement ("Confidential Information"). With respect to the other party's Confidential Information, the receiving party agrees it shall maintain the Confidential Information in the highest confidence that recipient reserves for its own Confidential Information and shall not use, commercialize, publish, publicize, report or disclose such Confidential Information to any other party without the prior written consent of the disclosing party, except to its own employees on a need-to-know basis and only if such employees are bound by a written confidentiality agreement containing terms at least as protective of the Confidential Information as the terms set forth herein, but any such disclosure to such third parties shall be made only to the extent necessary to comply with the parties' obligations under this Agreement. Any use or disclosure of Confidential Information in violation of this Agreement shall entitle the non-disclosing party to injunctive relief restraining such unauthorized use or disclosure, together with damages, costs and attorney's fees.

6.2 Governing Law and Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of the State of California without regard to choice of law principles. The parties hereby expressly submit to the jurisdiction of all federal and state courts located in the State of California in connection with any action brought to enforce or otherwise relating to this Agreement, and consent that any process or notice of motion or other application to any of said courts or a judge thereof may be served upon any party within or without such courts' jurisdiction by mail or by personal service, provided a reasonable time for appearance is allowed.

6.3 Arbitration. Subject to the last sentence of this Section 6.3, any controversy or claim arising out of or relating to any provisions of this Agreement or the breach hereof, unless resolved by mutual agreement of the parties, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect on the effective date of this Agreement by three arbitrators appointed in accordance with said rules. The determination of the arbitrators shall be final and binding upon the parties to the arbitration and judgment upon the award rendered by the arbitrators shall be entered in any court of competent jurisdiction. The place of arbitration shall be San Francisco, California. Notwithstanding the foregoing, either party may seek injunctive relief with respect to any controversy or claim arising out of or relating to any provisions of this Agreement in any court of competent jurisdiction.

6.4 Notices. Unless otherwise provided herein, all notices required or permitted by the terms hereof shall be in writing. Any written notice shall become effective when received. All notices and other communications hereunder shall be deemed to have been duly given if

BRAND PURCHASE AGREEMENT - 8 -

delivered by hand, by commercial overnight courier or by confirmed facsimile transmission or mailed by certified or registered mail, return receipt requested, postage prepaid to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.4).

If to Seller:

Wheelhouse Wine Cellars  
9119 Graton Road  
Graton, CA 95444  
Attn: Lisa Ehrlich  
Facsimile: (707) 829-6160

with a copy to:

Katherine Philippakis  
Farella, Braun + Martell LLP  
235 Montgomery Street  
San Francisco CA 94111  
Facsimile: (415-954-4480

and, if to Buyer:

Beverages & More, Inc.  
1470 Enea Circle, Suite 1600  
Concord, CA 94520  
Attn: Stephen Higgins  
Facsimile: (802) 385-3650

with a copy to:

John A. Hinman  
Hinman & Carmichael LLP  
260 California Street, Suite 1001  
San Francisco, CA 94111  
Facsimile: (415) 362-1494

6.5 Amendment and Alteration. No amendment or alteration of the terms of this Agreement shall be valid or binding unless made in writing signed by all the parties to this Agreement against whom the amendment is sought to be enforced specifically referring to this Agreement.

6.6 Binding Agreement/Assignment. Neither party may assign, delegate or otherwise transfer this Agreement, whether by operation of law or change of control or otherwise, without the prior written consent of the other party. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs,

BRAND PURCHASE AGREEMENT - 9 -

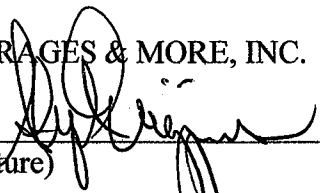
be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. No assignment by any party of any of its rights under this Agreement shall relieve such party of any of its obligations hereunder.

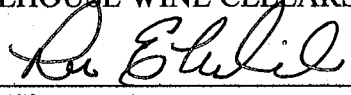
6.7 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6.8 Integration. This Agreement and the other agreements contemplated herein represent the entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior agreements, negotiations, discussions or understandings with respect to the subject matter hereof.

6.9 Further Assurances. Each party shall execute such further documents and take such further actions as the other party may reasonably request to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives, as of the date first set forth above.

BEVERAGES & MORE, INC.  
BY   
(Signature)  
STEPHEN L. HIGGINS  
(Print Name and Title)  
PRESIDENT

WHEELHOUSE WINE CELLARS  
BY   
(Signature)  
LISA EHRLICH  
(Print Name and Title)  
DIVISION PRESIDENT

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**Main & Geary Trademark Registration, Reg. No. 3902,050, Registered Jan. 4, 2011  
(See Attached)**

**Domain Name and Website: [www.mainandgeary.com](http://www.mainandgeary.com)**

01070 000 1071 0

# United States of America

United States Patent and Trademark Office

## MAIN & GEARY

**Reg. No. 3,902,050**

**Registered Jan. 4, 2011**

**Int. Cl.: 33**

**TRADEMARK**

**PRINCIPAL REGISTER**

PURPLE WINE PRODUCTION COMPANY (CALIFORNIA CORPORATION), DBA SONOMA WINE COMPANY,  
9119 GRATON RD  
GRATON, CA 95444

FOR: WINE, IN CLASS 33 (U.S. CLS. 47 AND 49).

FIRST USE 10-15-2010; IN COMMERCE 10-15-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-960,912, FILED 3-17-2010.

SAMUEL E. SHARPER JR., EXAMINING ATTORNEY



*David J. Kyjas*

Director of the United States Patent and Trademark Office