

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
Premier Beverage Company, LLC		12/19/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Les Grands Chais de France SAS		
Street Address:	1, Rue de la Division Leclerc		
City:	Petersbach		
State/Country:	FRANCE		
Postal Code:	67290		
Entity Type:	societe par actions simplifiee: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419027	RARE BIRD	
CORRESPONDENCE DATA			
Fax Number:	(212)808-0844		
Phone:	212-808-0700		
Email:	bslonda@nmmlaw.com		
<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:	Bruce S. Londa/Norris, McLaughlin		
Address Line 1:	875 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	111640-63		
DOMESTIC REPRESENTATIVE			
Name:	Bruce S. Londa/Norris, McLaughlin		
Address Line 1:	875 Third Avenue		

CH \$40.00 3419027

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Bruce S. Londa

Signature:

/bsl/

Date:

02/14/2012

Total Attachments: 4

source=rare bird#page1.tif

source=rare bird#page2.tif

source=rare bird#page3.tif

source=rare bird#page4.tif

TRADEMARK ASSIGNMENT CONTRACT

BETWEEN THE UNDERSIGNED

The company **PREMIER BEVERAGE COMPANY LLC**, a Delaware limited liability company, headquartered in 9801 PREMIER PKWY, Miramar, Florida 33025.

Hereinafter called the **Assignor**.

On the one hand

And

The company **LES GRANDS CHAIS DE FRANCE SAS**, a company registered under the French law, headquartered in 1, rue de la division leclerc, 67290 Petersbach, France.

Hereinafter called the **Assignee**.

On the other hand

Preamble

1. The **Assignor** is the holder of the following trademark :

- **RARE BIRD**, US Federal word trademark, registered under the number 3419027 filed on October 10th 2006, and duly renewed, covering products in class 33 (wines).

Hereinafter called the **Trademark**.

2. For the needs of their activities, the contracting parties have entered in relation in order conclude the assignment of the above-mentioned trademark.

IT HAS BEEN ADOPTED AND AGREED AS FOLLOWS:

ARTICLE 1 – Object of the Contract

The **Assignor** assigns to the **Assignee**, who agrees, the property of the **Trademark** for all the products covered.

ARTICLE 2 – Guarantees

The **Assignor** warrants that he is the sole owner of the **Trademark**, and that the **Trademark** is free of any lien, pledge, licence or any other agreement or limitation.

ARTICLE 3 – Price

The **Assignee** undertakes to pay to the **Assignor** the amount of 1\$ by bank transfer for the present assignment.

ARTICLE 4 – Ownership Transfer

The date of the **Trademark** transfer of property is the one of the signature of the present agreement.

Consequently, the **Assignee** is subrogated in all rights and obligations of the **Assignor** concerning the **Trademark**.

It becomes the sole owner thereof. It will more particularly be in a position to use it, to freely sell its rights, to grant licences to third parties and to sue possible infringers, even for facts prior to the present assignment.

ARTICLE 5 – Formalities of Inscription of the Present Act.

The Assignee has to:

1. Record the present agreement at the United States Patent and trademark Office and proceed with any other necessary formality.
2. Pay the costs ensuing of the above-mentioned formalities.

The Assignor will transmit to the legal department of the Assignee all the necessary documents relating to the Trademark within a time period of one month as from the signature of the present agreement by both parties.

ARTICLE 6 – Applicable Law to the Contract.

The present agreement is governed by the US Law.

ARTICLE 7 – Competent Jurisdiction.


Any dispute arising between the parties concerning the validity, the interpretation or the execution of this Contract shall, in the absence of a settlement, be subject to the exclusive jurisdiction of the US courts.

For the Assignor

Done at **PREMIER BEVERAGE CO.**

On **12/19/2011**

Signature

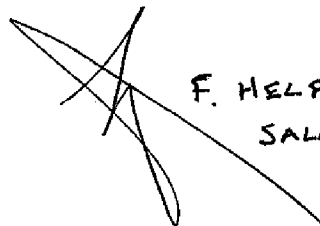

Bob Denton
PRESIDENT

For the Assignee

Done at **GRANDS CHAIS DE FRANCE**

On **02/10/2012**

Signature


F. HELFRICH
SALES DIRECTOR.