

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Exclusive Distribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bosca Cora, S.p.A.		10/18/2000	CORPORATION: ITALY
RECEIVING PARTY DATA			
Name:	Carriage House Imports, Ltd.		
Street Address:	99 Morris Avenue		
City:	Springfield		
State/Country:	NEW JERSEY		
Postal Code:	07081		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2228600	VERDI SPUMANTE	
CORRESPONDENCE DATA			
Fax Number:	2128062560		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-806-5400		
Email:	tm@stroock.com		
Correspondent Name:	Laura Goldbard George		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	104912/0038		
NAME OF SUBMITTER:	Laura Goldbard George		
Signature:	/laura goldbard george/		

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Date:

05/23/2012

**Total Attachments: 13**

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AGREEMENT made as of this 18<sup>th</sup> day of October, 2000 by and between Bosca Cora, S.p.A., an Italian corporation having its principal place of business at 14053 Canelli, Asti, Italy (hereinafter, "Bosca") and Carriage House Imports, Ltd., a Delaware corporation having its principal place of business at 99 Morris Avenue, Springfield, New Jersey (hereinafter, "Carriage House").

WITNESSETH:

WHEREAS, Bosca and Carriage House Imports are parties to an agreement respecting the distribution of a product known as VERDI SPUMANTE dated the 14<sup>th</sup> day of August 1993, as thereafter amended (hereinafter "1993 Agreement")

WHEREAS, the parties agree to modify the 1993 Agreement on the basis of their past experience and in view of the substantial investments required from both parties for the development of the business

WHEREAS, Bosca continues to be engaged in the production and sale of alcoholic beverages and desires to continue Carriage House's appointment as the exclusive importer and distributor of its Verdi brand in the territory hereinafter defined and

WHEREAS, Carriage House is and will be duly licensed to import malt beverages within the territory and desires to continue as the exclusive importer and distributor of the product pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed as follows:

1. APPOINTMENT
  - a) Bosca hereby continues to appoint Carriage House as the sole and exclusive importer

and distributor of Verdi brand and related malt beverages (hereinafter the "Products") as indicated in Exhibit A herewith attached, for the United States, Puerto Rico, and U.S. possessions (hereinafter the "Territory").

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7. TRADEMARKS

a) Bosca represents and warrants that it has the exclusive and unrestricted right to use Bosca's trademarks and brand names and other trademarks and brand names on the Product in the territory. An application for the Trademark "Verdi" has been approved by the U.S. patent and Trademark Office. The Verdi trademark has been filed and registration number is 2,228600.

b) Bosca grants to Carriage House permission, during the term of the Agreement, to use the trademarks and brand names in connection with the marketing, sale and promotion of the Products. Carriage House acknowledges that its use of the trademarks and brand names of the Products shall not create any trademarks or brand names ownership with Carriage House.





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10 SALE OF VERDI TRADEMARK

1. If Bosca determines to sell the Verdi trademark or related trademarks, or any U.S.

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right therein while this agreement is still in effect, then Carriage House shall have the right of first refusal to acquire the aforementioned trademarks at the same terms and conditions as offered to third parties. To this effect, Bosca shall notify Carriage House of its intention to sell, indicating said terms and conditions: Carriage House shall then notify its decision whether to exercise its right within 60 day from reception of said notice.

2. If Carriage House elects not to exercise its right of first refusal and it sells more than 200,000 cases of the Products from Bosca in the aggregate in any two (2) consecutive fiscal years and subsequent thereto while this agreement is then still in effect and Bosca determines to sell the Verdi trademark or related trademarks, or any U.S. rights therein, then Carriage House will receive from Bosca fifty (50% percent) of that portion of the sale price that is allocable to the value of the "Verdi" trademark or related trademark in the Territory.

The value of the Products trademarks in the Territory shall be that proportion of the sale price received by Bosca which is the same as the proportion that the sales of the Products Brands in the Territory bears to the sales of the Products Brand worldwide. For example, if sales of the "Verdi" Brand in the Territory are 500,000 cases and the sales of the "Verdi" Brand worldwide are 1,000,000 cases and Bosca received US\$25,000,000 total, Carriage House shall be entitled to US\$6,250,000. The parties agree that if the purchaser of the "Verdi" trademarks elects to have Carriage House continue to distribute the Products in the Territory, Carriage House shall nonetheless be entitled to receive the money provided for in this paragraph. Likewise, if the purchaser of the Products trademarks elects not to have Carriage House continue as the distributor of the Products in the Territory, Carriage House will immediately relinquish its distribution rights without any further compensation whatsoever other than the amount provided for in this paragraph 10 notwithstanding the foregoing, whatsoever.

If Carriage House has succeeded in selling more than 500,000 cases of the Products from Bosca in the aggregate for the two (2) Calendar Years prior to the aforementioned sale, then Carriage House shall have the right to continue to distribute the Products in the territory under the terms of this agreement for another five (5) years.

3. It is further understood that the provisions of sections 10.1 and 10.2 above shall not apply in the event Bosca sells, assigns or otherwise transfer the Verdi trademark or any related trademark, to any company within the Bosca Group, therein including, but not limited to, any company Bosca has a share in, or which owns a share of Bosca, or is a sister company of Bosca..



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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOSCA CORA, S.p.A

By: \_\_\_\_\_

(Authorized Signatory)

CARRIAGE HOUSE IMPORTS, LTD.

By: \_\_\_\_\_

(Authorized Signatory)

**EXHIBIT A: PRODUCTS**

Verdi Spumante

Tormolino

Extrême Ruby

