

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Recordal of License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bosca Cora S.P.A.		10/18/2012	CORPORATION: ITALY
RECEIVING PARTY DATA			
Name:	Bosca Cora S.P.A.		
Street Address:	14053 Canelli		
City:	Asti		
State/Country:	ITALY		
Entity Type:	CORPORATION: ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2228600	VERDI SPUMANTE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	Ismeddings@michaelbest.com		
Correspondent Name:	Lori S. Meddings		
Address Line 1:	One South Pinckney Street, Suite 700		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	088507-9022		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Erica Jeung Dickey
Signature:	/Erica Jeung Dickey/
Date:	10/26/2012
<p><b>Total Attachments: 16</b></p> <p>source=AGREEMENT OCTOBER 18, 2000#page1.tif source=AGREEMENT OCTOBER 18, 2000#page2.tif source=AGREEMENT OCTOBER 18, 2000#page3.tif source=AGREEMENT OCTOBER 18, 2000#page4.tif source=AGREEMENT OCTOBER 18, 2000#page5.tif source=AGREEMENT OCTOBER 18, 2000#page6.tif source=AGREEMENT OCTOBER 18, 2000#page7.tif source=AGREEMENT OCTOBER 18, 2000#page8.tif source=AGREEMENT OCTOBER 18, 2000#page9.tif source=AGREEMENT OCTOBER 18, 2000#page10.tif source=AGREEMENT OCTOBER 18, 2000#page11.tif source=AGREEMENT OCTOBER 18, 2000#page12.tif source=AGREEMENT OCTOBER 18, 2000#page13.tif source=Declaration of registrant to clarify ownership rights in the registration#page1.tif source=Declaration of registrant to clarify ownership rights in the registration#page2.tif source=Declaration of registrant to clarify ownership rights in the registration#page3.tif</p>	

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

  
TRADEMARK

REEL: 004889 FRAME: 0417

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").

Subject to mutual consent of the parties hereto in writing, the Territory for purposes of this Agreement, may be modified to include other U.S. territories or possessions, such as certain U.S. military bases, duty free shops and airline sales for flights originating in the U.S., as may be mutually agreed from time to time.

b) Carriage House hereby accepts the grant of such rights and agrees that, during the terms of this Agreement, it shall possess the necessary federal and state alcoholic beverage licenses and permits to sell to customers in the Territory and it shall use its best efforts to promote, sell, and distribute the Products throughout the Territory.

c) Carriage House shall not sell or otherwise transfer the Products to any wholesaler or distributor located outside the Territory or to any wholesaler or distributor whom Carriage House knows or has reason to know will sell or otherwise transfer the Product outside the Territory.

d) Bosca shall utilize its best efforts to prevent the sale of the Products into the Territory by entities or persons other than Carriage House. In connection therewith, Bosca shall not sell or otherwise transfer the Products to any wholesaler or distributor located outside the Territory whom Bosca knows, or has reason to know, will, either directly or indirectly, sell or otherwise transfer the Products into the Territory.

## 2. TERMS AND SALES AND PAYMENT

All sales of the Products by Bosca to Carriage House shall be F.O.B. (In Italian Port) at the price set in accordance with Subsections 2.a), 2.b) and 2.c) hereof, payment for which be made in United States dollars to a bank designated by Bosca, no later than 60 days after day of shipment from the factory of the Products, unless Bosca authorizes a later date.

a) The initial prices at which each case of the Products will be sold by Bosca to Carriage House from the date hereof shall be as per Exhibit B, which is attached hereto and made a part hereof.

b) Bosca may, in its sole and absolute discretion, increase and decrease the price of the Products upon three (3) months prior written notice to Carriage House.

c) Bosca undertakes to apply its best efforts to supply Carriage House with the Products ordered at the time and in the quantities requested by Carriage House - as long as said quantities are reasonable -, provided every order is received by Bosca at least one (1) month prior to the requested date of shipment and subject to carriers availability, except that the month of August is a close down period in Italy and therefore there will be no requirement for Bosca to make any shipments during that month. Purchase orders shall cover full container loads only.

3. MARKETING AND ADVERTISING

a) In order to develop sales of the Products in the Territory, marketing, advertising and promotional programs will be made by Carriage House. The parties agree to meet periodically to discuss such programs. The nature and form of such programs shall be mutually agreed upon. However, the parties agree not to unreasonably withhold their consent to such programs.

b) The funding of marketing, advertising and promotional programs will be in the sole discretion of each party.

4. REPRESENTATIONS OF IMPORTER

Carriage House represents, warrants and covenants to Bosca as follows:

a) Carriage House will maintain a properly trained sales force of adequate size to

represent and promote the sales of the Products throughout the Territory. Such sales force shall be kept properly informed as to all of the advertising and marketing programs and policies respecting the Product.

b) Carriage House agrees to coordinate the activities pursuant to this Agreement with Bosca and to devise mutually acceptable methods of operation hereunder in order to expedite the production, shipment, materials handling, etc. of the Products as well as any and all other activities contemplated by this Agreement.

5. REPRESENTATIONS OF SUPPLIER

Bosca represents, warrants and covenants to Carriage House as follows:

a) The Products to be sold to Carriage House under this Agreement shall be merchantable, fit for human consumption, and shall be manufactured, packaged and labeled in conformity with applicable rules and regulations of the United States Bureau of Alcohol, Tobacco, & Firearms and the Food & Drug Administration. This includes, but is not limited to, complete approval from the Bureau of Alcohol, Tobacco & Firearms regarding bottle labels for the Products. In connection with the foregoing, Carriage House undertakes to inform Bosca in due time of any changes in the prevailing laws, rules and regulations as mentioned above in this paragraph. Without such notices from Carriage House, Bosca has no responsibility whatsoever pursuant to this Subsection 6a).

b) Bosca has the power and authority to enter into this Agreement and to carry out the obligations hereunder.

c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not act as breach of any contract or agreement to which it is a party.

d) Bosca has the right to designate and appoint Carriage House as the exclusive importer and distributor of the Products in the Territory.

e) The Products to be sold to Carriage House shall be free and clear of all liens. Neither the execution and delivery of this Agreement, nor compliance with its terms and provisions will result in the creation or imposition of any lien, charge, encumbrance or restriction of any nature whatsoever upon the Product to be sold to Carriage House.

f) Bosca undertakes at all times, at its own expense to maintain Product liability insurance in a reasonable amount, Carriage House shall be named as co-insured and a copy of the policy shall be given to the importer. The insurance company shall have an office in the U.S., and shall defend any action in the U.S. pursuant to the insurance policy.

g) The shelf life of the Products is a maximum of twelve (12) months from the date of shipment.

6. MERCHANTABILITY

Any products not merchantable due to patent quality deficiencies, packaging problems, or to errors committed by Bosca or its suppliers, may be charged back to Bosca for full credit provided that notice of such deficiency, problems, or error has been given to Bosca within thirty (30) days after the defect has become known to Carriage House. Any product not merchantable due to latent quality deficiencies, packaging problems or to errors committed by Bosca or its suppliers may be returned to Bosca for full credit provided that notice of such latent defect has been given to Bosca within thirty (30) days after the defect has become known to Carriage House. Carriage House upon the return of the Products to Bosca shall have no further obligations with respect to such Products.

Bosca shall be responsible for either the destruction or the re-shipping of such products, and shall have the right to relabel, recast, or perform any further function when such merchandise has been transferred to Bosca. Bosca will not be obligated to issue a credit for a Product which has been

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rendered unmerchantable by negligent acts on the part of Carriage House or its customers, or after the shelf life. Notice of unmerchantable Products evidenced and supplemented by the written opinion of an Expert agreed upon by Bosca and Carriage House shall be given to Bosca upon receipt of such information, subject to the above mentioned in this paragraph.

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.

c) Upon the termination for any reason of this Agreement, Carriage House will forthwith discontinue using the trademarks and brand names of Bosca, shall sell to Bosca or its designee any and all of the Products, and all materials bearing the trademarks, then owned by Carriage House at its laid-in cost plus handling charges including freight, insurance, customs duties, etc.

d) Bosca shall defend, at its sole expense, any claim of trademark infringement made against Carriage House and shall immediately indemnify Carriage House against any and all costs, charges, damages, legal fees, etc. that may be incurred by Carriage House by virtue of any such claim. Carriage House agrees to notify Bosca immediately of any trademark infringement claim of which it becomes aware.



8. DURATION

For purposes of this Agreement, a "case" shall be a 9 liter case.

a) This Agreement shall remain in force and shall automatically be renewed from year to year so long as the minimum purchases made by Carriage House or its customers shall be for each calendar year the higher between 150,000 cases or the average minimum purchases for the previous three fiscal years, and as long as Carriage House uses its best efforts to promote and sell the Products.

b) It is agreed that all quantities are as stated above and that the term "purchase" means purchases made by Carriage House or its Customers in the Territory from Bosca.

c) In the event that in any Calendar Year, Carriage House does not purchase the minimum quantity of the Products as aforesaid, and/or that Carriage House does not uses its best efforts as aforesaid, Bosca shall have right to terminate this Agreement of three months notice to Carriage House given within 90 days following the end of any such Calendar Year.

9. TERMINATION

a) Bosca may terminate this Agreement and Carriage House's rights hereunder prior to the expiration of this Agreement by giving written notice to Carriage House for any of the following grounds:

I) That Carriage House, through failure to renew, or because of revocation, cancellation, or suspension continuing for a period in excess of 31 days, has suffered the loss of any federal license required by law and necessary in carrying out the provisions of the Agreement.

II) That Carriage House has failed to make payment of any undisputed invoice in

accordance with the terms of this Agreement and has not remedied failure after 30 days written notice thereof.

III) That Carriage House has failed to fulfill any other material terms and conditions of this Agreement and has not remedied the failure after 30 days written notice thereof, or if the failure cannot reasonably be remedied in the 30 days, Carriage House has not begun to remedy the failure within 30 days of written notice and diligently proceeded with the remedy until completed.

b) Carriage House may terminate this Agreement and Bosca's rights hereunder prior to the expiration of this Agreement by giving written notice to Bosca for any of the following grounds:

I) That Bosca has failed to honor any commitments with regard to sales, credits, allowances, packaging, quality or product quality and that such failure continues for a period of 30 days after written notice.

II) That Bosca has failed to fulfill any of the material terms and conditions of this Agreement and has not remedied this failure after 30 days written notice thereof, or if the failure cannot reasonably be remedied within 30 days and Bosca has not begun to remedy the failure within 30 days of written notice and diligently proceeded with the remedy until completed.

c) This Agreement shall terminate automatically and without notice upon the grounds that there has been filed by either party hereto a voluntary petition in bankruptcy or arrangement under a national or federal bankruptcy statute or other voluntary proceedings under any national, federal, or local laws for the settlement or extension of payment of its obligations to general creditors or an involuntary lien or petition has not been dismissed within thirty (30) days.

#### 10 SALE OF VERDI TRADEMARK

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

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..

11. CHOICE OF LAW AND DISPUTES

a) Any claim brought by Carriage House or Bosca against the other party pursuant to this Agreement shall be brought before a single arbitrator in New York and shall take place in New York and be settled in accordance with the rules of the American Arbitration Association.

b) A counter-claim brought by one party against the other will be brought before and settled before the same arbitrator before whom the main claim is brought.

12. FORCE MAJEURE

If any party is prevented from performing any of its obligations hereunder by an occurrence beyond its reasonable control such as, but not limited to, acts of God, fire, flood, war, insurrection, riot, government regulations, raw material shortage, strikes or lack of common carrier facilities, then the affected party shall be excused from performance so long as such occurrence exists.

13. SEVERABILITY

In the event of the terms and provisions of this Agreement are in violation of, or prohibited by, any applicable law or regulation, such terms and provisions shall be deemed as amended or deleted to conform to such laws or regulation without invalidation or amending or deleting any of the other terms or conditions of this Agreement.

14. WAIVER

The failure or omission by either party to insist or enforce any of the terms hereof shall not be deemed a waiver of such terms unless the same shall be in writing and signed by the waiving party.

15. NOTICES

All notices or other communications given under this Agreement shall be deemed duly given when transmitted by registered mail and addressed as follows:

If to the Supplier:

Bosca Cora S.p.A.

14053 Canelli

Asti, Italy

Attention: Luigi Bosca

If to the Importer

Carriage House Imports Ltd.

99 Morris Avenue

Springfield, New Jersey 07081

Attention: Steve Karp

With copies to:

Buchman & O'Brien

10 East 40<sup>th</sup> Street

New York, New York 10016

Facsimile No. 212-889-7622

16. SOLE AGREEMENT

a) This Agreement is the entire agreement between the parties, and neither of the parties has made any representations or promises to the other which are not expressed in this Agreement.

b) No amendments, changes, revisions or discharges of this Agreement in whole or in part shall have any force or effect unless set forth in writing and signed by the parties hereto.

17. ASSIGNMENT OF AGREEMENT

a) This Agreement shall not be assignable by Carriage House.

b) In the event of the death or incapacity or failure of Mr. Stephen Karp to be in charge of sales for Carriage House, Carriage House shall continue as distributor for the Products under the terms of this agreement for an additional five (5) years provided that in each of the five (5) fiscal years following such event the sales are greater than the average of the previous sales for the previous three (3) fiscal years.

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

Extreme Ruby

Handwritten signature or initials in black ink, appearing to be 'S' over 'M'.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: VERDI SPUMANTE

Reg. No.: 2,228,600

Filed: February 26, 1998

DECLARATION OF REGISTRANT TO CLARIFY OWNERSHIP RIGHTS IN THE REGISTRATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment or both under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of this application or any registration resulting therefrom, declares that she is properly authorized to execute this application on behalf of the applicant; that all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true;

1. I am Ms. Pia Bosca, a citizen of Italy, and the President of Bosca Cora, S.p.A., an Italian corporation, with an address at Via Bosca, 2, 14053 Canelli (AT), Italy.

2. Bosca Cora, S.p.A. ("Bosca") owns United States Trademark Registration No. 2,228,600 for the mark VERDI SPUMANTE.

3. On October 18, 2000, Bosca entered into an Exclusive Distribution Agreement ("Agreement") with Carriage House Imports, Ltd., a Delaware corporation, with an address at 99 Morris Avenue, Springfield, New Jersey, 07081 ("Carriage House"), pursuant to which Carriage House obtained a license to use Bosca's VERDI SPUMANTE trademark, as shown in the registration identified above ("Registration") in connection with the marketing, sale and promotion of Bosca's products in the United States. The Agreement also states that Carriage House's use of the VERDI SPUMANTE trademark does not create any ownership of the mark



with Carriage House. The Agreement does not assign any ownership rights in the VERDI SPUMANTE mark or Registration to Carriage House.

4. On May 23, 2012, Carriage House recorded the Agreement with the Assignment Service Branch of the United States Patent and Trademark Office (“USPTO”) against the Registration, and, as a result, the USPTO database now lists Carriage House as the “Assignee” of ownership rights in the Registration. The Agreement is recorded at Reel 04783, Frames 0460-0474

5. Bosca wishes to file this document to clarify the record to note that Bosca has not assigned any ownership rights in the Registration to Carriage House.

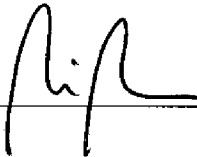
6. Bosca never consented to or approved any recordation of the Agreement, particularly since Bosca and Carriage House are currently parties to an arbitration relating, among other things, to the termination of the Agreement, pending since 2011.

7. Bosca further wishes to note that because Carriage House only filed selected portions of the Agreement, it may create a misimpression as to the terms of that Agreement. Accordingly, Bosca has submitted the entire Agreement with this Declaration to clarify any misimpression caused by the selective submission of certain paragraphs.

8. The original registrant, Bosca, has been and continues to be the owner of the registration at issue. The Agreement and the erroneously recorded license have not affected Bosca’s rights in the VERDI SPUMANTE registration.

9. Bosca requests that the USPTO record this Declaration and complete Agreement so as to clarify any misimpression that may have been caused by the identification of Carriage House as the Assignee of the Registration and by the selective filing of portions of the Agreement rather than the entire Agreement..

BOSCA CORA S.P.A.

By: PIA BOSCA 

Title: MANAGING DIRECTOR

Dated: 18.10.2012