

## 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
Bodegas Farina S.L		07/08/2013	COMPANY: SPAIN
RECEIVING PARTY DATA			
Name:	Bodegas Farina S.L		
Doing Business As:	Bodegas Farina S.L		
Street Address:	Ctra. de Moraleja s/n		
City:	Casaseca de Las Chanas		
State/Country:	SPAIN		
Postal Code:	49151		
Entity Type:	CORPORATION: SPAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77476689	SPANISH SONS	
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>			
Phone:	0034 649582190		
Email:	NICOLA@BODEGASFARINA.COM		
Correspondent Name:	Nicola Thornton		
Address Line 1:	Ctra. de Moraleja s/n		
Address Line 4:	Casaseca de Las Chan, SPAIN 49151		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 77476689

Address Line 4:

NAME OF SUBMITTER:

Nicola Thornton

Signature:

/nt/

Date:

07/08/2013

Total Attachments: 2

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ORIGINAL

TRADEMARK PURCHASE AGREEMENT SPANISH SONS

PARTIES

Winebow, Inc., located at 75 Chestnut Ridge Road, Montvale, NJ 07645 U.S. and in its behalf representation of Mr. Nunzio Castaldo.

AND

Bodegas Fariña, SL, NIF B49003981, domiciled in Casaseca OF CHANAS (ZAMORA) - SPAIN and on its behalf, D. MANUEL LOPEZ FARIÑA, provided D.N.I. No. 11650758-Q.

DECLARE

1. That the undersigned have sufficient capacity and legal power to represent commercial companies on behalf of those involved.
2. That Winebow Inc., owns 75% of the intellectual property of the SPANISH SONS brand, following the acquisition of KOOKA WINES, INC. (initial owner of this percentage of the SPANISH SONS trademark) by Winebow.
3. That such trademark is free of liens and therefore available to carry out the sales transaction that is the subject of this contract.
4. Bodegas Fariña, S.L., owns 25% of the intellectual property of such trademark in virtue of the prior agreement with KOOKA WINES, INC.
5. Bodegas Fariña, S.L., is interested in the acquisition of the 75% ownership of such trademark which is currently held by Winebow, Inc.
6. That Winebow Inc., is interested in selling its 75% ownership of the trademark to Bodegas Fariña, S.L.

And for this, they reach to the following:

AGREEMENTS

- I. OBJECT  
Winebow inc., sells Bodegas Fariña, S.L. its 75% ownership of the brand SPANISH SONS, with all rights and obligations and unencumbered.
- II. PRICE
  - a. Bodegas Fariña, SL will pay Winebow Inc. the amount of U.S. \$ 36,982.50 for the purchase of the trademark under this contract.
  - b. This price will be paid by the buyer by wire transfer according to the following schedule:

US\$ 12,327.50 on October 15, 2012  
 US\$12,327.50 on November 15, 2012  
 US\$ 12,327.50 on December 15, 2012

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c. The account designated by the seller for the collection of these amounts is:

Bank of America NA New Jersey  
750 Walnut Ave.  
Cranford, NJ 07016  
ABA INCom Wire WT: 026009593  
ABA ACH/EFT: 021200339  
Account: 004020001459  
Swift: BOFAUS3N  
Account Name: Winebow Inc.

III. EXECUTION

The seller agrees to make the transfer of ownership of the trademark OBJECT of this operation before the Trademark Office of the United States or any other body from outside or within the United States where the trademark has been registered in the name of the selling company or on behalf of any other company or person related to the seller.

IV. AUTHORIZATION

By signing this contract, the seller authorizes the purchaser to freely use the brand and sell products under that brand anywhere in the world. This authorization is provisional and will not be final until the price has been paid in full.

V. CREATIVITY AND PROMOTIONAL MATERIAL

After signing this agreement the seller will send free of charge all computer files relating to the creativity of brand image and all promotional material that the selling company holds in its facilities.

VI. WAIVER AND SETTLEMENT

Payment of the price stated in this contract by the buyer, is the automatic resignation from the seller to receive payment for rights, expenses, compensation, indemnification or any other item related to commercial operations generated or not for the purpose of this contract.

And as proof of consent, the parties have signed this agreement in Casaseca of Chanas, on October 3, 2012.

WINEBOW, INC.  
Mr. Nunzio Castaldo

*Nunzio Castaldo*  
Senior Vice President  
Winebow Import

WINEBOW

OCTOBER 3, 2012

BODEGAS FARIÑA, S.L.  
Manuel Fariña López

*Manuel Fariña López*  
C.I.F. B0820851  
43181 CASASECA DE LAS CHANAS  
ZAMORRA (ESPAÑA)

TRADEMARK