

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
Free Flow Wines, LLC		08/23/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	THE SMART WINE COMPANY LLC		
Street Address:	200 West 16th Street		
Internal Address:	Apartment 15K		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3943421	SILVERTAP	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-326-0831		
Email:	jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	18306.00001		
NAME OF SUBMITTER:	Teresa Lee		
Signature:	/tle/		

CH \$40.00 3943421

Date:

09/04/2013

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made and delivered this 23rd day of August, 2013, by Free Flow Wines, LLC, a California limited liability company with a principal place of business located at 2557 Napa Valley Corporate Drive, Suite 100, Napa, CA 95448 (the "Seller"), to THE SMART WINE COMPANY LLC, a Delaware limited liability company with a principal place of business located at 200 West 16th Street, Apartment 15K, New York, New York 10011 ("Buyer"), pursuant to the Asset Purchase Agreement dated as of even date herewith, between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms not defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement.

WITNESSETH, THAT FOR AND IN CONSIDERATION of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and pursuant to the Asset Purchase Agreement, Seller hereby bargains, sells, grants, assigns, transfers, conveys and delivers unto Buyer, its successors and assigns all of Seller's right, title and interest in and to the intellectual property, including but not limited to the intellectual property related to the Business listed on Schedule A attached hereto (including claims for past, present and future infringement and any registrations related to such intellectual property) and all of the goodwill of the business associated therewith.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever.

IN ADDITION, from time to time after the date hereof, without further consideration, Seller shall, at no cost or expense to Buyer, execute and deliver such other instruments of assignment, transfer and conveyance and shall take such other action as Buyer may reasonably request in order more effectively to assign, transfer and convey to Buyer, and to place Buyer in possession and control of, any of the property being assigned, transferred and conveyed to it hereunder, or to enable it to exercise and enjoy all rights and benefits of Seller with respect thereto.

This Intellectual Property Assignment shall inure to the benefit of and be binding upon Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this Intellectual Property Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

FREE FLOW WINES, LLC

By: _____

Name: Jordan Kivelstee

Title: CEO

ACKNOWLEDGMENT

State of California
County of Napa)

On 29 August 2013 before me, Lisa Poloson, Notary Public
(insert name and title of the officer)

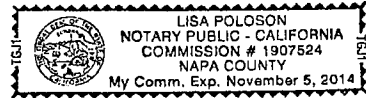
personally appeared Jordan C Kivelstadt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Intellectual Property Assignment.

SCHEDULE A

Intellectual Property

Registered Trademark:

Reg. No. 3,943,421 - Silvertap (Registered April 12, 2011)