

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wines of Substance, LLC		10/11/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	K Vintners, L.L.C.		
Street Address:	820 Mill Creek Road		
City:	Walla Walla		
State/Country:	WASHINGTON		
Postal Code:	99362		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3863843	SY	
Registration Number:	4056616	PG	
Registration Number:	3553855	SUBSTANCE	
Registration Number:	3653317	CS	
Registration Number:	3674090	CH	
Registration Number:	3699861	RE	
Registration Number:	3733192	ME	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		

OP \$190.00 3863843

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 56557-4001

NAME OF SUBMITTER: Grace Han Stanton

Signature: /Grace Han Stanton/

Date: 10/16/2013

**Total Attachments: 6**

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## Execution

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is dated October 11, 2013 ("Effective Date") and is between Wines of Substance, LLC, a Washington limited liability company ("Assignor"), and K Vintners, L.L.C., a Washington limited liability company ("Assignee").

A. Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated October 11, 2013 (the "Asset Purchase Agreement"), pursuant to which the Assignee acquired certain assets of the Assignor relating to the Business (as defined in the Asset Purchase Agreement) effective as of the Effective Date. Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, the Assignor assigned to the Assignee, effective as of the Effective Date, all of Assignee's right, title and interest in, to and under the unregistered common law marks, trade names and logos and the federal trademark filings and registrations listed on Schedule A hereto, (the "Assigned Marks"), and therefore this Assignment of Trademarks ("Assignment") is intended by the parties to be a confirmatory assignment for purposes of recording the ownership transfer with the U.S. Patent and Trademark Office and applicable foreign trademark offices.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee, Assignor's entire right, title and interest in and to the Assigned Marks together with the goodwill of the business symbolized by the Marks, with all rights of action, powers and benefit to the Assigned Marks, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Assigned Marks, or injury to the related goodwill.

2. Assignor further agrees to execute any and all documents and to do all other things reasonably requested by Assignee in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Assigned Marks hereby transferred.

3. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

## Execution

4. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Washington, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

*[Signature pages follow.]*

THIS ASSIGNMENT HAS BEEN EXECUTED ON THE EFFECTIVE DATE, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

Wines of Substance, LLC

By: [Signature]

Name: Dwight Stearns

Its: MANAGER

**Acceptance of Assignment**

K. Vintners, L.L.C., the Assignee of the foregoing assignment, does hereby accept the assignment of the Assigned Marks, on the Effective Date, to be effective as of the Effective Date.

K. Vintners, L.L.C.

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Assignment of Trademarks

THIS ASSIGNMENT HAS BEEN EXECUTED ON THE EFFECTIVE DATE, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

Wines of Substance, LLC

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Acceptance of Assignment**

K Vintners, L.L.C., the Assignee of the foregoing assignment, does hereby accept the assignment of the Assigned Marks, on the Effective Date, to be effective as of the Effective Date.

K Vintners, L.L.C.

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

Name: CHARLES SMITH

Its: MANAGING MEMBER

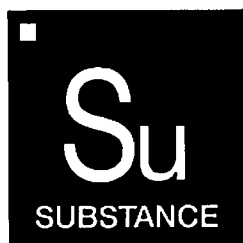
**SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS**

**Execution**

**SCHEDULE A**  
**to Assignment of Trademarks**  
**Common Law Marks, Trade Names, Logos, and Applications and Registrations**

All variations of the following marks and all designs used with them worldwide, as such rights may exist:

- SUBSTANCE
- CS
- ME
- PG
- CH
- RE
- SY
- Wines of Substance



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- CF, MB, CO, VG, RN, SB, TE

The following U.S. trademark filings and registrations:

Mark Name	Owner Name	Application Number	Registration Number	Goods and Services	Status
SY	WINES OF SUBSTANCE, LLC	App 77957137 App 11-MAR-2010	Reg 3863843 Reg 19-OCT-2010	33 INT. CL. 33 WINE	Registered
PG	WINES OF SUBSTANCE, LLC	App 77474331 App 14-MAY-2008	Reg 4056616 Reg 15-NOV-2011	33 INT. CL. 33 WINE	Registered
SUBSTANCE	WINES OF SUBSTANCE, LLC	App 77474070 App 14-MAY-2008	Reg 3553855 Reg 30-DEC-2008	33 INT. CL. 33 WINE	Registered
CS	WINES OF SUBSTANCE, LLC	App 77474169 App 14-MAY-2008	Reg 3653317 Reg 14-JUL-2009	33 INT. CL. 33 WINE	Registered

Schedule A to Assignment of Trademarks

**Execution**

<b>Mark Name</b>	<b>Owner Name</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Goods and Services</b>	<b>Status</b>
CH	WINES OF SUBSTANCE, LLC	App 77474354 App 14-MAY-2008	Reg 3674090 Reg 25-AUG-2009	33 INT. CL. 33 WINE	Registered
RE	WINES OF SUBSTANCE, LLC	App 77474389 App 14-MAY-2008	Reg 3699861 Reg 20-OCT-2009	33 INT. CL. 33 WINE	Registered
ME	WINES OF SUBSTANCE, LLC	App 77474239 App 14-MAY-2008	Reg 3733192 Reg 05-JAN-2010	33 INT. CL. 33 WINE	Registered

Schedule A to Assignment of Trademarks

56557-0013/LEGAL27929719.11

RECORDED: 10/16/2013

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