

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wine Scout International, Inc. d/b/a "Bounty Hunter Rare Wine and Provisions" and "Bounty Hunter Rare Wine and Spirits"		01/17/2014	Sub-chapter-s-corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Vinolio Exports and Imports, LLC
<b>Street Address:</b>	c/o Ren Acquisition, Inc.
<b>Internal Address:</b>	1040 Main Street, Suite 300
<b>City:</b>	Napa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94559
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	2170777	BECAUSE BASICALLY, PEOPLE JUST WANT GREA
Registration Number:	2311360	BOUNTY HUNTER
Registration Number:	4091273	BOUNTY HUNTER
Registration Number:	2742635	PURSUIT
Registration Number:	2787138	CAMPFIRE RED
Registration Number:	2891704	WAYPOINT
Registration Number:	3230161	TIN STAR
Registration Number:	3078916	RIDGE RUNNER
Registration Number:	3076044	LONGRIDER
Registration Number:	3079100	BROKEN SPUR
Registration Number:	3320290	POETIC JUSTICE

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Registration Number:	3326534	BLIND JUSTICE
Registration Number:	3331353	FRONTIER JUSTICE
Serial Number:	77104177	HOT PURSUIT
Registration Number:	3531760	STREAMSIDE
Registration Number:	3578482	WINE SCOUT
Registration Number:	3423729	JUSTICE IS SERVED
Registration Number:	3713775	JUSTICE
Registration Number:	3835876	ALWAYS TALKIN' ABOUT YOUR BRAND
Registration Number:	3883555	CHATTERBOX
Registration Number:	4006638	GUS RIVERS
Registration Number:	4056808	VIGILANTE
Registration Number:	3945294	WEATHERBY
Registration Number:	3941544	JURISPRUDENCE
Registration Number:	4194975	JAILBIRD
Registration Number:	4096622	BOUNTY HUNTER BLEND
Registration Number:	3967652	JOHN GALT
Registration Number:	3952482	ROAD AGENT
Registration Number:	3957703	PAKMASTER
Serial Number:	85664484	MISTER BIANCO
Registration Number:	3571812	BOUNTY HUNTER
Registration Number:	3559989	THE CONTINUING ADVENTURES OF NAPA VALLEY
Registration Number:	3535869	THE WINE SCOUT
Serial Number:	85684784	BOUNTY HUNTER RARE WINE & SPIRITS

**CORRESPONDENCE DATA**

Fax Number: 2149694343  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 214-969-2877  
Email: trademarkdallas@akingump.com  
Correspondent Name: Akin Gump Strauss Hauer & Feld LLP  
Address Line 1: PO BOX 130688  
Address Line 4: Dallas, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	690295-0005
NAME OF SUBMITTER:	Sanford E. Warren, Jr.
Signature:	/Sanford E. Warren, Jr./

**TRADEMARK**

**REEL: 005196 FRAME: 0626**

01/17/2014

**Total Attachments: 6**

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## WINE SCOUT TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made effective as of the 17<sup>th</sup> day of January, 2014 (the “*Effective Date*”), by and between Wine Scout International, Inc., a California Sub-chapter S-corporation doing business as “Bounty Hunter Rare Wine and Provisions” and “Bounty Hunter Rare Wine and Spirits” (“*Assignor*”) and Vinolio Exports and Imports, LLC, a Delaware limited liability company formerly known as, and successor by statutory conversion to, Vinolio Exports and Imports, Inc., a Delaware corporation, pursuant to that certain Asset Purchase Agreement (the “*Asset Purchase Agreement*”), dated as of the 4<sup>th</sup> day of January, 2013, by and among Assignor, Assignee and the other parties signatory thereto. Capitalized terms not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Asset Purchase Agreement. Assignor and Assignee shall at times hereinafter be referred to individually as “party” and collectively as “parties.”

### RECITALS

A. In connection with the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks related to the Wine Scout Business owned by Assignor that are set forth on Attachment A hereto (the “*Assigned Trademarks*”).

B. Assignor desires to assign all right, title and interest in the Assigned Trademarks to Assignor according to the terms of this Assignment.

C. Assignee desires to obtain all right, title and interest in the Assigned Trademarks according to the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Assigned Trademarks, all of the goodwill of the business symbolized by the Assigned Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Assigned Trademarks.

2. Assistance. From time to time, as and when reasonably requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further actions as Assignee may reasonably deem necessary to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary for such purpose. Further, at Assignee’s reasonable expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally take commercially reasonable efforts to vest title to the Assigned Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Assigned Trademarks.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive Laws of the State of California, irrespective of conflict of laws principles.

4. Further Assurances. Each party agrees to take such actions and use such efforts as contemplated in the Asset Purchase Agreement in order to fully consummate the assignment of the Assigned Trademarks set forth in this Assignment.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns to the extent provided in the Asset Purchase Agreement.

6. Reformation; Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If such provision is not capable of reformation, it shall be severed from this Assignment and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. Multiple Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed and delivered by facsimile, portable document format (PDF) or e-mail transmission and, upon such delivery, the facsimile, PDF or e-mail shall be deemed to have the same effect as if the original signature had been delivered to the other party.

*[Remainder of this page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**WINE SCOUT INTERNATIONAL**

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

Name: Mark Steven Pope

Title: Chief Executive Officer and President

**ASSIGNEE:**

**VINOLIO EXPORTS AND IMPORTS, LLC**

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

Name:

Title:

*Signature Page to Trademark Assignment*

**TRADEMARK  
REEL: 005196 FRAME: 0630**

Date. **IN WITNESS WHEREOF**, the parties hereto have executed this Assignment as of the Effective

**ASSIGNOR:**

**WINE SCOUT INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Mark Steven Pope  
Title: Chief Executive Officer and President

**ASSIGNEE:**

**VINOLIO EXPORTS AND IMPORTS, LLC**

By: \_\_\_\_\_  
Name: Victor Jossbachvili  
Title: Authorized Signatory

*Signature Page to Trademark Assignment*

**Attachment A**

**World Mark Trademarks**

<b>Owner</b>	<b>Title</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Number</b>
Wine Scout International, Inc.	Because basically, people just want great stuff.	10/8/1996	75178777	2170777
Wine Scout International, Inc.	Bounty Hunter (wine)	11/12/1998	75587749	2311360
Wine Scout International, Inc.	Bounty Hunter (spirits)	2/10/2009	77460091	4091273
Wine Scout International, Inc.	Pursuit	2/25/2000	75928296	2742635
Wine Scout International, Inc.	Campfire Red	11/5/2001	76334017	2787138
Wine Scout International, Inc.	Waypoint	12/5/2002	76472519	2891704
Wine Scout International, Inc.	Tin Star	9/26/2003	76547175	3230161
Wine Scout International, Inc.	Ridge Runner	11/1/2004	78509453	3078916
Wine Scout International, Inc.	Longrider	11/4/2004	78511643	3076044
Wine Scout International, Inc.	Broken Spur	1/28/2005	78556300	3079100
Wine Scout International, Inc.	Poetic Justice	7/21/2005	78675775	3320290
Wine Scout International, Inc.	Blind Justice	8/9/2005	78689026	3326534
Wine Scout International, Inc.	Frontier Justice	8/9/2005	78689033	3331353
Wine Scout International, Inc.	Hot Pursuit	2/9/2007	77104177	abandoned
Wine Scout International, Inc.	Streamside	4/17/2007	77156106	3531760
Wine Scout International, Inc.	Wine Scout	6/6/2007	77199035	3578482
Wine Scout International, Inc.	Justice is Served	1/15/2008	77104173	3423729
Wine Scout International, Inc.	Justice	8/14/2008	77319401	3713775
Wine Scout International, Inc.	Always Talkin' About Your Brand	3/4/2009	77683536	3835876
Wine Scout International, Inc.	Chatterbox	3/4/2009	77683539	3883555
Wine Scout International, Inc.	Gus Rivers	5/24/2009	77736954	4006638
Wine Scout International, Inc.	Vigilante	9/10/2009	77823975	4056808



Wine Scout International, Inc.	Weatherby	9/23/2009	77832447	3945294
Wine Scout International, Inc.	Jurisprudence	11/9/2009	77868043	3941544
Wine Scout International, Inc.	Jailbird	12/7/2009	77887342	4194975
Wine Scout International, Inc.	Bounty Hunter Blend	1/12/2010	77909383	4096622
Wine Scout International, Inc.	John Galt	4/8/2010	85009742	3967652
Wine Scout International, Inc.	Road Agent	6/3/2010	85026763	3952482
Wine Scout International, Inc.	Bounty Hunter	11/28/1998	75587749	2311360
Wine Scout International, Inc.	Pakmaster	9/13/2010	85127359	3957703
Wine Scout International, Inc.	Misterbianco	6/28/2012	85664484	

**Trade Dress & Service Trademarks**

<b>Owner</b>	<b>Title</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Number</b>
Wine Scout International, Inc.	Wine Scout	6/7/2007	77199035	3578482
Wine Scout International, Inc.	Bounty Hunter	5/12/2008	77469441	3571812
Wine Scout International, Inc.	Design - Catalog Trade Dress	9/8/2008	77387613	3559989
Wine Scout International, Inc.	The Wine Scout	10/28/2008	77084749	3,535,869
Wine Scout International, Inc.	Bounty Hunter Rare Wine & Spirits	7/26/2012	85684784	pending