

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/17/2014

## 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"		02/06/2014	Sub-chapter S-corporation: CALIFORNIA

## RECEIVING PARTY DATA

Name:	VINOLIO EXPORTS AND IMPORTS, LLC
Street Address:	C/O REN ACQUISITION, INC.
Internal Address:	1040 MAIN STREET, SUITE 300
City:	NAPA
State/Country:	CALIFORNIA
Postal Code:	94559
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77460086	BOUNTY HUNTER
Serial Number:	76480977	TRULY
Registration Number:	3466615	BOUNTY HUNTER
Registration Number:	3571787	BOUNTY HUNTER

## 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./

Date: 02/07/2014

Total Attachments: 4  
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## WINE SCOUT TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Trademark Assignment *Nunc Pro Tunc* (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 December, 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 Purchased Intellectual Property.

B. The Trademarks set forth on Attachment A hereto (the "**Assigned Trademarks**") are part of the Purchased Intellectual Property but were inadvertently not identified as such at the time of the Closing.

C. 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, INC.

By: 

Name: Mark Steven Pope

Title: Chief Executive Officer and President

Date: February 6, 2014

ASSIGNEE:

VINOLIO EXPORTS AND IMPORTS, LLC

By: 

Name: Victor Josebachvili

Title: Authorized Signatory

Date: February 6, 2014

Attachment A

World Mark Trademarks

Owner	Title	Filing Date	Serial Number	Registration Number
Wine Scout International, Inc.	Bounty Hunter (class 32 beer)	4/28/2008	77460086	Abandoned
Wine Scout International, Inc.	Truly	1/8/2003	76480977	Abandoned
Wine Scout International, Inc.	Bounty Hunter (class 33 wine)	11/9/2007	77326413	3466615
Wine Scout International, Inc.	Bounty Hunter (class 32 spring water)	5/2/2008	77463989	3571787