

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chronic Cellars, Inc.		03/20/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Winery Exchange, Inc.		
Street Address:	500 Redwood Blvd., Suite 200		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94947		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3234639	CHRONIC CELLARS	
Registration Number:	3721562	SOFA KING BUENO	
Registration Number:	3981359		
Registration Number:	3981360	STONE FOX	
Registration Number:	3981361	SUITE PETITE	
Registration Number:	3981362	DEAD NUTS	
Registration Number:	4465717	MR. NIBBLES	
Registration Number:	4465718	RICARDO GRANDE	
Registration Number:	4465716	THE UNTEACHABLES	
Registration Number:	4462164	PURPLE PARADISE	
Registration Number:	4474413	SPRITZ AND GIGGLES	
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>			
Email:	trademarks@wineryexchange.com		
Correspondent Name:	Genevieve Burch		
Address Line 1:	500 Redwood Blvd., Suite 200		
Address Line 2:	Winery Exchange, Inc.		
Address Line 4:	Novato, CALIFORNIA 94947		

OP \$290.00 3234639

TRADEMARK

NAME OF SUBMITTER:	Genevieve Burch
SIGNATURE:	/gbk/
DATE SIGNED:	03/25/2014
Total Attachments: 2 source=Chronic Assign for Recordation#page1.tif source=Chronic Assign for Recordation#page2.tif	

ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of March 20, 2014 (the "Effective Date") by and among Chronic Cellars, Inc. ("Assignor"), and Winery Exchange, Inc. ("Assignee"), a California corporation with its principal place of business at 500 Redwood Blvd., Suite 200, Novato, CA 94947 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the trademarks, trademark applications and trademark registrations listed in Exhibit A attached hereto (collectively, the "Marks"), to the trademarks covered thereby, and to the goodwill and reputation of the business connected with and symbolized by these Marks;

WHEREAS, Assignor, wishes to assign all rights, titles and interests in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, the Parties agree as follows:

Assignor hereby irrevocably transfers, conveys, and assigns to Assignee all rights, titles and interests in the United States and worldwide in and to the Marks, together with (a) all United States or state applications or registrations; (b) all common law rights related thereto; (c) all goodwill associated therewith, and (d) and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations; to sue for all past, present or future infringements or other violations of any rights in the Marks; and to settle and retain proceeds from any such actions).

This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

WINERY EXCHANGE, INC.

By: 

Name: Oliver Cotvin

Title: COO and GC

CHRONIC CELLARS, INC.

By: 

Name: Dawn Beckett

Title: President

EXHIBIT A

Mark	Serial #	Registration #	Application Filing Date	Registration Date
1 Chronic Cellars	78557342	3234629	Jan. 31, 2005	Apr. 24, 2007
2 Sofa King Bueno	77725619	3721562	Apr. 30, 2009	Dec. 08, 2009
3 Chronic Cellars Skull Design	85176185	3981358	Nov. 13, 2010	Jun. 21, 2011
4 Stone Fox	85176186	3981360	Nov. 13, 2010	Jun. 21, 2011
5 Suite Petite	85176188	3981361	Nov. 13, 2010	Jun. 21, 2011
6 dead nuts	85176189	3981362	Nov. 13, 2010	Jun. 21, 2011
7 Mr. Nibbles	85948506	4465717	Jun. 2, 2013	Jan. 14, 2014
8 Ricardo Grande	85948508	4465717	Jun. 2, 2013	Jan. 14, 2014
9 The Unteachables	85948499	4465716	Jun. 2, 2013	Jan. 14, 2014
10 Purple Paradise	85938686	4462164	May 21, 2013	Jan. 7, 2014
11 Spritz and Giggles	85948496	4474413	Jun. 2, 2013	Jan 28, 2014

