TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/24/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRF Festivals, LLC		01/24/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Latitude 38 Entertainment, LLC
Street Address:	1436 Second Street, #228
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4421998	
Registration Number:	4507422	BOTTLEROCK
Registration Number:	4506989	BOTTLEROCK
Serial Number:	85835854	WINECOUNTRY
Serial Number:	85837848	BOTTLEROCK
Serial Number:	85835842	BOTTLEROCK
Serial Number:	85835835	BOTTLEROCK

OP $190.00 4421998

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-513-5303
Email: paul@veritascl.com
Correspondent Name: Paul J. Neibergs
Address Line 1: 100 Pine Street, Suite 1250
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	LATITUDE 38
NAME OF SUBMITTER:	Paul J. Neibergs

SIGNATURE:	/Paul J. Neibergs/
DATE SIGNED:	06/17/2014

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "***Assignment***") is made and entered into as of January 24, 2014 by and between BRF Festivals, LLC, a California limited liability company having offices at 1630 Action Avenue, A, Napa, CA 94558 ("***Assignor***"), and Latitude 38 Entertainment, LLC, a Delaware limited liability company having offices at 3340 Redwood Rd, Napa, CA 94558 ("***Assignee***").

WHEREAS, Assignor and Assignee (as assignee of GSF Entertainment, LLC) consummated the transactions under that certain Asset Purchase Agreement dated January 24, 2014 between Assignor and Assignee (the "***Asset Purchase Agreement***");

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and trademark registrations and trademark applications listed in Exhibit A attached hereto (collectively, the "***Trademarks***"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, the execution and delivery of this Assignment is pursuant to the parties' obligations in connection with the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest in and to the Trademarks together with the accompanying goodwill and that portion of the business represented and symbolized by the Trademarks (including, without limitation, the right to apply to renew the associated registrations, the right to apply for trademark registrations based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

BR FESTIVALS, LLC

By: _____
Gabe Meyers
Manager

ASSIGNEE:

LATITUDE 38 ENTERTAINMENT, LLC

By: _____
David Graham
Manager

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

BR FESTIVALS, LLC
LLC

By:_____
Gabe Meyers
Manager

ASSIGNEE:

LATITUDE 38 ENTERTAINMENT,

By:_____
David Graham
Manager

TRADEMARK
REEL: 005303 FRAME: 0583

Exhibit A to TRADEMARK ASSIGNMENT

The following U.S. Trademark Application and Registration:

WineCountry (Application No. 85835854)
BottleRock (Application No. 85837848)
BottleRock (Application No. 85835844)
BottleRock (Application No. 85795198)
BottleRock (Application No. 85835842)
BottleRock (Application No. 85835835)
Design of Barrel (Registration No. 4421998)