

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Winetasting Network		06/23/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TSG LLC		
Street Address:	9255 Clayton Road		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63124		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1852036	GLASS RIDGE	
Registration Number:	1921127	HAMILTON ESTATES	
Registration Number:	1976647	PASSPORT WINE CLUB	
Registration Number:	2089724	MIRA LUNA	
CORRESPONDENCE DATA			
Fax Number:	5164311127		
<i>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.</i>			
Phone:	516-431-1177		
Email:	office@galganoiplaw.com		
Correspondent Name:	Galgano & Associates, PLLC		
Address Line 1:	20 W. Park Avenue, Suite 204		
Address Line 4:	Long Beach, NEW YORK 11561		
ATTORNEY DOCKET NUMBER:	3209-G		
NAME OF SUBMITTER:	Thomas M. Galgano		
SIGNATURE:	/tmg/		
DATE SIGNED:	08/25/2014		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of June 23rd, 2014 by THE WINETASTING NETWORK, a California corporation, and 1-800-FLOWERS.COM, INC., a Delaware corporation (collectively "Assignor") to TSG LLC, a Missouri limited liability company ("Assignee").

RECITAL

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 31, 2013 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Legacy Business Assets, including, without implied limitation, the copyrights, servicemarks, trademarks, tradenames, domain names and web addresses of Assignor listed on Schedule A annexed hereto, together with the associated goodwill of Assignor's Legacy Business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such Legacy Business Assets. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to each of Assignor's registered and unregistered copyrights, servicemarks, trademarks, trademark applications, trade names, domain names and web addresses listed on Schedule A annexed hereto, together with the goodwill of Assignor's Legacy Business associated therewith (all of the foregoing being referred to herein as the "IP Rights").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the IP Rights, together with the associated goodwill of Assignor's Legacy Business symbolized by the IP Rights, and all rights to sue for infringement of any IP Right, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. Assignor agrees to take all commercially reasonable actions requested by Assignee or reasonably necessary to effectuate the assignment and transfer of the IP Rights, including domain names and web addresses, to Assignee.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, binding upon the parties hereto. A facsimile or pdf signature page shall be deemed an original, unless an original is required by applicable law. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and representatives. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereunder

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE WINETASTING NETWORK,
A California corporation

By:  _____

Print Name: DAVID TAICLET

Title: PRESIDENT

1-800-FLOWERS.COM, INC.,
A Delaware corporation


By:  _____

Print Name: Gerald M. Gough

Title: GC

Collectively, "Assignor"

TSG LLC,
A Missouri Limited Liability Company

By:  _____

Steven F. Schepman, Jr., President

"Assignee"

TRADEMARK

REEL: 005350 FRAME: 0884

SCHEDULE A

Intellectual Property Assets

Registered Marks (Note that not all are live)

<u>Serial #</u>	<u>Registration #</u>	<u>Mark</u>	<u>Status</u>
74711391	2089724	MIRA LUNA	LIVE
76459371	2813934	LAMARETTE	LIVE
74737231	2036691	ALAZAR WINERY	DEAD
77125485	3343189	ALAZAR WINERY & VINEYARD	LIVE
76458960	2792683	BENEDETTA	
76569481	2972438	CIRCLE SPRINGS	LIVE
77387836	3511427	CHESTERTON	LIVE
74395639	1852036	GLASS RIDGE	LIVE
76542236	2929471	GRASS TREE	LIVE
74471190	1921127	HAMILTON ESTATES	LIVE
74666562	2420347	RED BRICK CELLARS	LIVE
76458959	2792682	SERANZA	LIVE
76568626	2977940	AVANZATO	LIVE
74666564	1966801	JACK CANYON CELLARS	LIVE
74666569	1982292	LAPIS LAZULI WINERY & VINEYARDS	LIVE
74666567	1963367	ST CAROLYNE WINERY	LIVE
74666566	1963366	SAN VALENCIA WINERY	LIVE
75762565	2345732	BRAVA TERRA	LIVE
77387812	3498609	BRYAN WOODS	LIVE
74666563	1963365	AMSBURY WINERY	DEAD
74531643	1991746	DOMAINE PAUL	DEAD
74413296	1898269	J. KRANT CELLARS	DEAD
74666565	1965541	MARIEL WINERY	DEAD
74666560	2042366	MISCHLER ESTATES	DEAD
78872417	3211302	GEERLINGS & WADE	LIVE
76590248		GW WINEWORKS	DEAD
76411094	2664866	WINE SOCIETY OF AMERICA	LIVE
78787634	3176921	YOUR PERSONAL WINE SERVICE	LIVE
75624887		BESTWINEBUYS.COM	DEAD
75293908	2172736	EXPEDITIONS	DEAD
75087761		FOR THE LOVE OF WINE	DEAD

74179519	1715613	GEERLINGS & WADE PERSONAL WINE IMPORTERS	DEAD
74519237	1944681	GEERLINGS & WADE PERSONAL WINE SERVICE	DEAD
74681615	1979058	INTERNATIONAL BEER & ALE SOCIETY	DEAD
75352802		SECRET CELLARS	DEAD
75293909		THEY'LL REMEMBER YOU NOT ONCE, BUT EVERY MONTH	DEAD
75352804	2248267	VINTAGE IMPRESSIONS PLUS	DEAD
75448811		VINTAGE REWARDS	DEAD
75711555		WINEBINS.COM	DEAD
75711554		WINEBINS.COM WINE REDEFINED	DEAD
75748925		WINEFIRST.COM	DEAD
74690493	1976648	PASSPORT WINE CLUB	DEAD
74690492	1976647	PASSPORT WINE CLUB	LIVE

Rights of Seller with Regard to the Following URLs

geerwade.com
geerlings.com
geerlingsandwade.com
gwwines.com
geerlingswade.com