



12/22/2014



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30)

12/22/14

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

When in Rome Wine Group, LLC

- Individual(s)
- Partnership
- Corporation - State: _____
- Other: Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12-16-2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Elite Commercial Property Maintenance Service, LLC

d/b/a Harmon's Products, LLC

Street Address: 7576 S. Yampa Street

City: Centennial

State: Colorado

Country: United States Zip: 80016

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other: LLC Citizenship Colorado

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

85366854

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

WHEN IN ROME

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James F. Schierer

Internal Address: Miller & Law, P.C.

Street Address: 1900 W. Littleton Blvd.

City: Littleton

State: Colorado Zip: 80120

Phone Number: 303-722-6500

Docket Number: _____

Email Address: jfs@pmlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number:

12/23/2014 KNGUYENI 00000026 85366854

Authorized User Name:

01 FC:8521

40.00 00

9. Signature:

Jerl Harmon
Signature

Jerl Harmon

Name of Person Signing

12/16/2014
Date

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005434 FRAME: 0316

TRADEMARK ASSIGNMENT

This Agreement is entered into by and between When in Rome Wine Group, LLC, a Colorado limited liability company ("Assignor") and Elite Commercial Property Maintenance Services, LLC, a Colorado limited liability company, d/b/a Harmon's Products, LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: "When in Rome . . ." (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Representations and warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to assignor's rights in the Trademark;
- (f) This agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Entire agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to is subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter thereof.

4. Amendment. This Agreement may be amended only by a written agreement signed by both parties that explicitly joins itself to this agreement.

5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, accept as mandated by the ruling.

6. Governing law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the state of Colorado.

DATED this 16 day of December, 2014.

ASSIGEE:

Elite Commercial Property Maintenance Service, LLC
d/b/a Harmon's Products, LLC

Jeri Harmon
Jeri Harmon, Manager

ASSIGNOR:

When in Rome Wine Group, LLC

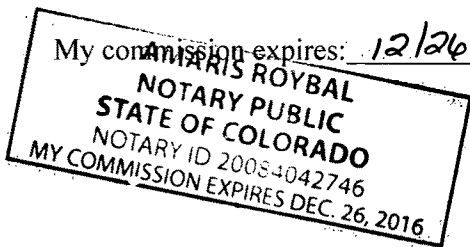
Jeri Harmon
Jeri Harmon, Manager

NOTARIZATION

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN TO before me this 16th day of December, 2014, by Jeri Harmon.

Witness my hand and official seal.



Amaris Roybal
Notary Public

WHEN IN ROME WINE GROUP, LLC

**MINUTES OF ACTION OF THE MEMBERS AND MANAGERS
BY A UNANIMOUS VOTE IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the Managers and Members of When In Rome Wine Group, LLC, a Colorado limited liability company (the "Company"), do hereby adopt the following preambles and resolutions by unanimous vote and written consent pursuant to the Colorado Business Corporation Act (the "Act"), as if such action had been taken at a special meeting of the Managers and Members of the Company, duly called and held as of the date set forth below:

WHEREAS, Rick Thomas has been the manager of the Company.

WHEREAS, Pursuant to certain Settlement Agreement and Mutual Release, executed on or about this even date, by and among Rick Thomas, Jeri Harmon, and other parties (the "Settlement"), RCD Products, LLC ("RCD Products") has executed and delivered to Jeri Harmon a promissory note in the principal amount of One Hundred Twenty-Two Thousand Three Dollars and 69/100 (\$122,003.69), payable March 25, 2016 (the "Note"), personally guaranteed by Rick Thomas and Chris Polhamus.

WHEREAS, pursuant to the terms of the Settlement, Rick Thomas shall resign as manager of the Company, effective as of this even date.

WHEREAS, pursuant to the terms of the Settlement, Jeri Harmon shall be the sole manager of the Company, effective as of this even date, with sole authority to manage the business and financial affairs of the Company.

WHEREAS, Jeri Harmon shall remain the sole manager of the Company until such time as the Note is paid in full.

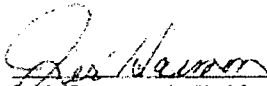
WHEREAS, the Company has accepted the resignation of Rick Thomas as the manager of the Company.

NOW, THEREFORE, IT IS RESOLVED, that (1) Rick Thomas has resigned as the manager of the Company, effective as of this even date; (2) Jeri Harmon is the sole manager of the Company, effective as of this even date, with sole authority to manage the business and financial affairs of the Company; and (3) Jeri Harmon shall remain the sole manager of the Company until such time as the Note is paid in full.

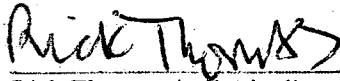
This Resolution shall be filed among the minutes of the proceedings of the Managers and Members of the Company.

IN WITNESS WHEREOF, the undersigned have evidenced their approval of the above proceedings as of this even date. This Resolution shall be filed among the minutes of the proceedings of the Managers and Members of the Company.

MEMBERS:



Teri Harmon, individually



Rick Thomas, individually