

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NSI Group, LLC		08/07/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LGI Wines, SAS		
Street Address:	44 Rue de Strasbourg		
City:	11000 Carcassonne		
State/Country:	FRANCE		
Entity Type:	COMPANY: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4777991	FANTASTIQUE	
Registration Number:	4777992	EAGLE COQ	
Registration Number:	4689647	CHANTEBELLE	
Registration Number:	4689648	ANCIENS TEMPS	
Registration Number:	4689649	KING RABBIT	
Serial Number:	86613959	BISES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3104005661		
Email:	ara@encorelaw.com		
Correspondent Name:	Ara A. Babaian		
Address Line 1:	9401 Wilshire Boulevard		
Address Line 2:	Suite 900		
Address Line 4:	Beverly Hills, CALIFORNIA 90212		
NAME OF SUBMITTER:	Ara A. Babaian		
SIGNATURE:	/Ara A. Babaian/		
DATE SIGNED:	10/29/2015		
Total Attachments: 3			

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EXECUTION COPY

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is effective as of August 7, 2015, by NSI Group, LLC, a California limited liability company ("Assignor"), in favor of L'Oréal Wines, SAS, a French SAS company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A attached hereto, as the same may or may not be registered with the United States Patent and Trademark Office ("Trademark Office") as noted on such Exhibit A (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all trademark applications and registrations therefor, all common law rights, foreign rights and rights provided by any international conventions or treaties related to the Trademarks, including all words and/or designs comprising the Trademarks, together with the goodwill of the business symbolized by the Trademarks and applications or registrations thereof, as well as the right to sue and to collect all damages and payments for claims of future infringement or misappropriation thereof in the sole name of Assignee. Assignor represents and warrants to Assignee that it has not entered into any assignment, contract or understanding in conflict herewith. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of the rights, titles and interests in, to and under the Trademarks, and applications or registrations thereof, granted by Assignor herein, and to deliver to Assignee, and to Assignee's attorneys, agents, successors and assigns, all official documents and communications as may be warranted by this Assignment.

2. Further Assurances. Assignor agrees to cooperate with Assignee and execute such assignments and other documents as may reasonably be requested by Assignee, without any further consideration, in order to evidence or effectuate the assignment of the Trademarks and applications or registrations thereof as provided in this Assignment. Assignee and Assignor hereby agree to pay equally all reasonable fees and expenses in connection with Assignor's obligations in this Section 2, including, without limitation, Assignor's attorneys' fees.

3. Mediation and Arbitration. Any dispute arising out of or in connection with this Assignment shall, at first instance, be referred to a mediator for resolution. The parties shall agree upon a mediator who has specific experience with business disputes. The parties shall mutually agree upon a mediator within fourteen (14) days and schedule such mediation. The parties involved shall equally pay their respective portion of the costs of mediation. Should the mediation fail, in whole or in part, the parties shall submit all disputes not settled in mediation to final and binding arbitration in Los Angeles, California, before a single retired judge under the auspices of JAMS and then current JAMS commercial arbitration rules. Notwithstanding, the parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Assignment) with respect to any final award in an arbitration arising out of or related to this Assignment. The costs of the arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Assignment nor to grant any remedy which is either prohibited by the terms of this Assignment or not available in a court of law, nor shall the arbitrator have power to commit error of law or legal reasoning. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action

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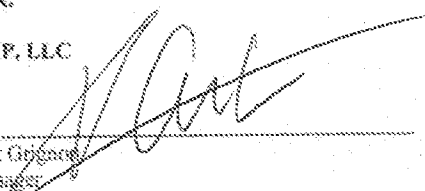
for judicial relief in pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration. This provision shall not restrict, however, each party's right to obtain injunctive relief to enforce any provision of this Assignment in any court of competent jurisdiction. Except as specifically set forth in this Section 3, this arbitration Assignment is a waiver of any right that either party may have to litigate any claim in court with a judge or jury.

4. Miscellaneous. This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to the conflict of laws provisions thereof. If any provision of this Assignment shall be adjudged by any tribunal or court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective successors and assigns of the parties. This Assignment constitutes the complete and exclusive statement of the mutual understanding of the parties relating the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof. If there is a foreign language translation of this Agreement or any related document, this English version shall be the governing language. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by any signatory by delivery of a facsimile or PDF signature, which signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered by their respective duly authorized officers as of the date first set forth above.

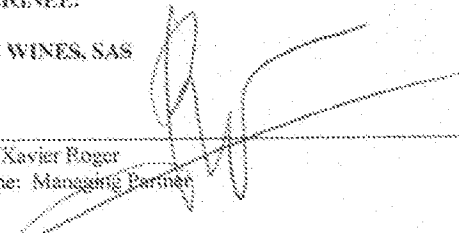
ASSIGNOR:

NSI GROUP, LLC

By: 
Its: Vincent Gagnon
Name: Manager

ASSIGNEE:

LGI WINES, SAS

By: 
Its: Xavier Roger
Name: Managing Partner

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TRADEMARK

REEL: 005655 FRAME: 0937

EXECUTION COPY

Exhibit A

Trademarks

<u>Trademark</u>	<u>Registration Number</u>
"EAGLE COQ"	4,777,992
"KING RABBIT"	4,689,649
"ANCIENS TEMPS"	4,689,648
"CHANTEBELLE"	4,689,647
"FANTASTIQUE"	4,777,991

<u>Trademark</u>	<u>Serial Number</u>
"BISES"	86-613,959

<u>Trademark</u>	<u>N/A</u>
"ROSE"	No application filed.
"JOLIE"	No application filed.
"BIOTERRA"	No application filed.
"BRAVA CAVA"	No application filed.
"BELLEVIGNE"	No application filed.

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