

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383744

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900362788		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINE AND CANVAS DEVELOPMENT LLC		01/01/2015	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	WINE AND CANVAS IP HOLDINGS LLC		
Street Address:	3969 EAST 82ND STREET		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4185017	WINE AND CANVAS	
CORRESPONDENCE DATA			
Fax Number:	3175691293		
<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:	317-569-1200		
Email:	adavis@d-slaw.com		
Correspondent Name:	Philip Davis		
Address Line 1:	9000 Keystone Crossing, Suite 660		
Address Line 4:	Indianapolis, INDIANA 46240		
NAME OF SUBMITTER:	PHILIP ADAM DAVIS		
SIGNATURE:	/PHILIP ADAM DAVIS/		
DATE SIGNED:	05/10/2016		
Total Attachments: 3			
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INTELLECTUAL PROPERTY AGREEMENT

This INTELLECTUAL PROPERTY AGREEMENT is entered into by and between WINE AND CANVAS DEVELOPMENT LLC, an Indiana limited liability company, ("Transferor") and WINE AND CANVAS IP HOLDINGS LLC, an Indiana limited liability company, ("Transferee") as of the 1st day of January, 2012 (the "Effective Date").

WHEREAS, Transferor is the current owner of all rights, titles and interest, including, without limitation, common law rights, in and to (1) the trademark "WINE AND CANVAS", a variations thereof, (the "Mark") which is currently pending registration approval before the United States Patent and Trademark Office pursuant to that certain application for trademark registration filed April 12, 2011 (Serial Number 85292588) (the "Trademark Application") used, without limitation, in connection with the Wine and Canvas location operating at 3367 East 86th Street, Indianapolis, Indiana 46240 (the "Indianapolis Location"), (2) copyrights and other rights in artistic renderings, paintings, signage, marketing, advertising, and promotional materials (the "Copyrights"), and (3) certain domain names, including, without limitation, wineandcanvas.com and other variations thereof incorporating the Mark (the "Domain Names") (the Mark, the Copyrights and the Domain Names are hereinafter, collectively, referred to as the "Intellectual Property");

WHEREAS, on November 29, 2011, Transferor filed suit in the Hamilton County Circuit Court, within the State of Indiana, against the Theodore Weisser (the "Consultant") (and others) for Trademark Infringement (and other claims) captioned *WINE AND CANVAS DEVELOPMENT LLC V. THEODORE WEISSER, et al.*, Cause No. 49C01-1111-PL-012117, which was removed on December 2, 2011, to the United States District Court for the Southern District of Indiana and is currently pending under Case No. 1:11-cv-01598 (the "Litigation");

WHEREAS, prior to the commencement of the Litigation, Consultant was in the process of developing a system for expanding the Wine and Canvas concept throughout the United States pursuant to which (1) Consultant was supposed to organize two (2) companies (i.e., Transferor and Transferee), (2) Transferor was supposed to own and operate the Indianapolis location, and (3) Transferee was supposed to own and control the Intellectual Property; however, Consultant organized Transferor only (and not Transferee) as well as prepared and filed, on behalf of Transferor (and not Transferee) the Trademark Application;

WHEREAS, Transferee, which is an entity that has now been organized for, without limitation, the purpose of owning and dealing in the Intellectual Property, now desires to acquire the Intellectual Property as originally as intended, except as otherwise provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to transfer the Mark under the terms and conditions hereof:

1. Transaction: Transferor hereby agrees and does transfer all of its rights, title and interest in and to the Intellectual Property as of the Effective Date to Transferee, provided, however, that ownership of the Mark shall not vest in Transferee until the occurrence of any of the following (whichever shall occur first): (1) the dismissal of all claims against all parties WITH PREJUDICE in Litigation; (2) a final judgment as to all parties and all claims in the Litigation, (3) the trial on the merits in the Litigation, (4) a settlement signed by all parties to the

Litigation, (5) a written document executed by both Transferor and Transferee subsequent to date hereof transferring ownership of the Mark by Transferor to Transferee; or (6) upon the passage of ten (10) years from the date hereof, at which time ownership of the Mark shall automatically vest in Transferee; provided, however, that, in the interim, Transferee shall have and is hereby granted an irrevocable and exclusive license to use the Mark as it deems fit in its sole discretion, including, without limitation, the exclusive right to license the Mark and to generate income therefrom. This irrevocable and exclusive license extends worldwide and beyond. In exchange for the forgoing and other valuable consideration, Transferee shall (1) pay Transferor \$100.00 and (2) grant (and hereby so grants) to Transferor an irrevocable non-exclusive license to use the Mark in connection with the Indianapolis Location for a term of twenty (20) years.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Facsimile signatures to this Agreement will be given the same effect as originally-executed signatures

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana applicable to agreements made and to be performed entirely within such State.


6. Further Assurances. The parties agree to take such further actions and execute and deliver such other documents, certificates, agreements and other instruments as may be necessary and/or reasonably warranted in order to consummate or implement this Agreement.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Transferor and Transferee, and their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed by the parties on this 1st day of January, 2012.


Transferor

WINE AND CANVAS DEVELOPMENT
LLC, an Indiana Limited liability company,

By : 
Anthony Scott, Manager

Transferee

WINE AND CANVAS IP HOLDINGS
LLC, an Indiana Limited liability company,

By : 
Anthony Scott, Manager

TRADEMARK OWNERSHIP ACKNOWLEDGEMENT

This **TRADEMARK OWNERSHIP ACKNOWLEDGEMENT** (this "Acknowledgement") is entered into by **WINE AND CANVAS DEVELOPMENT LLC**, an Indiana limited liability company, ("WNC Development") and **WINE AND CANVAS IP HOLDINGS LLC**, an Indiana limited liability company, ("WNC IP Holdings") (WNC Development and WNC IP Holdings are hereinafter, collectively, referred to as the "Parties").

WHEREAS, WNC Development was the owner of the Trademark "WINE AND CANVAS" including, without limitation, the federal registration for the "WINE AND CANVAS" trademark in the United States Patent and Trademark Office (Registration No. 4185017 dated August 7, 2012) (the "Mark"); and,

WHEREAS, pursuant to that certain **INTELLECTUAL PROPERTY AGREEMENT** dated January 1, 2012, by and between WNC Development and WNC IP Holdings (the "IP Agreement"), WNC IP Holdings automatically acquired ownership of the Mark upon the occurrence of certain conditions and/or events, including, without limitation, a trial on the merits in that certain lawsuit captioned *Wine and Canvas Development, LLC v. Theodore Weisser, et al*, Cause No. 1:11-CV-01598-TWP-DKL (the "Trigger Event").

NOW, THEREFORE, the Parties hereby acknowledge the occurrence of the Trigger Event and that WNC IP Holdings is now the owner of the Mark and that all rights, title and interest in and to the Mark that have non previously been transferred by WNC Development to WNC IP Holdings are now transferred in full and without reservation from WNC Development to WNC IP Holdings.

IN WITNESS WHEREOF, this Acknowledgment is executed by the Parties as of the 1st day of January, 2015.

WINE AND CANVAS IP HOLDINGS LLC, an Indiana limited liability company,

WINE AND CANVAS DEVELOPMENT LLC, an Indiana limited liability company,

By:



Anthony Scott, President

By:



Anthony Scott, President