

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396567

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southern Season, Inc.		08/22/2016	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calvert Retail, L.P.		
<b>Street Address:</b>	100 West Rockland Road		
<b>Internal Address:</b>	Suite A		
<b>City:</b>	Montchanin		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19710		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4457919	SOUTHERN SEASON	
<b>Registration Number:</b>	1683106	A SOUTHERN SEASON	
<b>Registration Number:</b>	4496255	SOUTHERLY	
<b>Registration Number:</b>	4486414	SOUTHERLY RESTAURANT AND PATIO	
<b>Registration Number:</b>	1934923	SSSS	
<b>Registration Number:</b>	4961737	WINE-BUY.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4103328785		
<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>			
<b>Phone:</b>	4103328784		
<b>Email:</b>	sflax@saul.com		
<b>Correspondent Name:</b>	Sherry Flax		
<b>Address Line 1:</b>	500 E. Pratt St.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	019632.95973		

CH \$165.00 4457919

<b>NAME OF SUBMITTER:</b>	Sherry Flax
<b>SIGNATURE:</b>	/sherry flax/
<b>DATE SIGNED:</b>	08/29/2016
<b>Total Attachments: 7</b> source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page1.tif source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page2.tif source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page3.tif source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page4.tif source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page5.tif source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page6.tif source=Calvert (Southern Season) - IP Assignment Agreement (executed)#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), is made as of August 22, 2016 by and between Southern Season, Inc. (“Seller”) and Calvert Retail, L.P. (“Purchaser”).

WITNESSETH:

WHEREAS, Seller filed a voluntary petition in Bankruptcy *In re: Southern Season* with the United States Bankruptcy Court for the Middle District of North Carolina (the “Bankruptcy Court”) for relief under Chapter 11, Title 11, United States Bankruptcy Code, 11 U.S.C. §§ 101 *et. seq.* (the “Bankruptcy Code”); and

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of August 17, 2016 (the “Agreement”); and

WHEREAS, under the terms of the Agreement and pursuant to Bankruptcy Court Order dated August 21, 2016, Seller has conveyed, transferred and assigned to Purchaser certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. In consideration for the execution of the Agreement, the payment of the consideration stipulated in the Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”) free and clear of all liens to the fullest extent permitted by the Bankruptcy Code.
  - (a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);
  - (b) the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”);
  - (c) the copyright registrations, applications for registration set forth in Schedule C hereto and all issuances, extensions and renewals thereof (the “Copyrights”);
  - (d) all rights of any kind whatsoever of Seller accruing under Sections 1(a)-(c) of this IP Assignment provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all items under Sections 1(a)-(d) of this IP Assignment; and
- (f) any and all claims and causes of action, with respect to Sections 1(a)-(e) of this IP Assignment, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon written and appropriate request by Purchaser. Seller shall cooperate with Purchaser in any action Purchaser reasonably requests that Seller take in order to effectuate, carry out, or fulfill the parties' intent and/or Seller's obligations under this IP Assignment, including, without limitation, the execution of any instruments and paper that are reasonably necessary to consolidate, confirm, vest and/or record Purchaser's ownership of the Assigned IP with, for example, the U.S. Copyright Office, the U.S. Patent and Trademark Office, or equivalent foreign offices.

3. Terms of the Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this IP Assignment, the terms of the Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. To the extent not governed by the Bankruptcy Code (as defined in the Agreement), this IP Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to rules governing the conflict of laws.

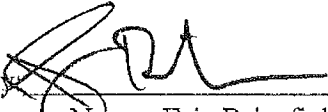
6. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the day and year first above written.

PURCHASER:

CALVERT RETAIL, L.P.  
By: Calvert Retail, Inc.,  
Its General Partner

By:   
Name: Eric Brinsfield  
Title: PRESIDENT

SELLER:

SOUTHERN SEASON, INC.

By: \_\_\_\_\_  
Name: John Fioretti  
Title: CRO

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

TRADEMARK  
REEL: 005864 FRAME: 0781

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the day and year first above written.

PURCHASER:

CALVERT RETAIL, L.P.

By: Calvert Retail, Inc.,  
Its General Partner

By: \_\_\_\_\_

Name: Eric Brinsfield

Title:

SELLER:

SOUTHERN SEASON, INC.

By: \_\_\_\_\_

Name: John Fioretti

Title: CRO

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

TRADEMARK  
REEL: 005864 FRAME: 0782

**SCHEDULE A**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE B**  
**ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK**  
**APPLICATIONS**

**A SOUTHERN SEASON**, U.S. Reg. No. 1683106

**SOUTHERLY**, U.S. Reg. No. 4496255

**SOUTHERLY RESTAURANT AND PATIO**, U.S. Reg. No. 4486414

**SOUTHERN SEASON**, U.S. Reg. No. 4457919

**SSSS (WEATHERVANE DESIGN)**, U.S. Reg. No. 1934923

**WINE-BUY.COM**, U.S. Reg. No. 4961737



**SCHEDULE C**  
**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.