

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Second Glass, Inc.		09/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wine Riot Events, LLC		
Street Address:	100 Marietta Street		
Internal Address:	Suite 1800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4075641	WINE RIOT	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6158508741		
Email:	robert.felber@wallerlaw.com		
Correspondent Name:	Robert Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	026477.61275 WINE RIOT		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/Robert P. Felber, Jr./		
DATE SIGNED:	09/21/2016		
Total Attachments: 5			
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ASSIGNMENT OF SERVICE MARK, ACCOMPANYING REGISTRATION AND GOODWILL

This Assignment of Service Mark and Accompanying Registration and Goodwill (this "Assignment") is entered into as of September 21, 2016 (the "Effective Date"), by and between Second Glass, Inc., a Delaware corporation (the "Assignor"), and Wine Riot Events, LLC, a Delaware limited liability company (the "Assignee"), pursuant to the terms of that certain Membership Interest Purchase Agreement, dated September 21, 2016, by and between Assignor and Assignee (the "Controlling Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Controlling Agreement.

In accordance with the terms of the Controlling Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the service mark identified in Exhibit A attached hereto (the "Mark"), the registration therefor, any issuances, renewals or extensions of such registration, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable arising out of ownership of the Mark, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, and at Assignor's sole cost and expense, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Mark and the

registration therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

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

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

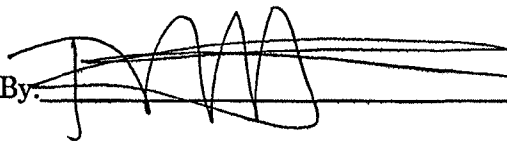
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

SECOND GLASS, INC.

WINE RIOT EVENTS, LLC

By: 

By: _____

Name: TYLER BALCIET

Name: _____

Title: PRESIDENT

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

SECOND GLASS, INC.

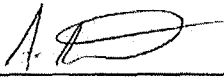
By: _____

Name: _____

Title: _____

ASSIGNEE:

WINE RIOT EVENTS, LLC

By:  _____

Name: ANDREW JOSEPH

Title: CHIEF FINANCIAL OFFICER

[Signature Page to Trademark Assignment]

EXHIBIT A
TO
ASSIGNMENT OF SERVICE MARK, ACCOMPANYING
REGISTRATION AND GOODWILL

MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE	SERVICES
WINE RIOT	USA	4075641	12/27/2011	Conducting entertainment exhibitions in the nature of food and wine events.; Entertainment services, namely, wine and food tastings (Class 41)