

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anderson & Middleton Company		10/18/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Vintage Wine Estates, Inc.		
Street Address:	205 Concourse Blvd		
City:	Santa Rosa		
State/Country:	CALIFORNIA		
Postal Code:	95403		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3150973	CLAYHOUSE	
Registration Number:	3150974		
Registration Number:	3038274	CLAYHOUSE	
Registration Number:	3807641	ADOBE PINK	
Registration Number:	3463495	ADOBE WHITE	
Registration Number:	3355672	ADOBE RED	
Registration Number:	3481678	ADOBE	
Registration Number:	3535035	BURIED CANE	
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:	316-847-4886		
Email:	angie.gregory@lrco.com		
Correspondent Name:	Angie Gregory		
Address Line 1:	2416 E. 37th St. N.		
Address Line 4:	Wichita, KANSAS 67219		
NAME OF SUBMITTER:	Angie Gregory		
SIGNATURE:	/angie gregory/		

OP \$215.00 3150973

DATE SIGNED:	10/21/2016
Total Attachments: 4 source=Buried Cane Assignment#page1.tif source=Buried Cane Assignment#page2.tif source=Clayhouse brands Assignment#page1.tif source=Clayhouse brands Assignment#page2.tif	

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment"), dated as of ^{October}~~September~~ 18, 2016, is entered into by and among **Anderson & Middleton Company**, a Washington corporation ("Assignor"), and **Vintage Wine Estates, Inc.**, a California corporation ("Assignee").

WHEREAS, Assignor owns and operates a winery business through which it produces, markets and sells wine labeled with the "Buried Cane" and "Anthony's Home Port/Buried Cane" brands ("Business"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 15, 2016, between Assignor and Assignee ("Agreement") (capitalized terms used in this Assignment and not otherwise defined having the meaning ascribed to them in the Agreement), Assignee is purchasing certain assets associated with Assignor's Business, including certain intellectual property assets currently owned by Assignor.

WHEREAS, Assignor owns and exercises control over the federal trademark "Buried Cane", registered with the United States Patent and Trademark Office on November 18, 2008, registration #: 3535035 ("Trademark"); and

WHEREAS, pursuant to the Agreement, the execution and delivery of this Assignment is a condition precedent to the closing of the transactions contemplated by the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows as of the Effective Date:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, all of its right, title and interest in and to the intellectual property assets of the Business, including without limitation the Trademark, and any and all goodwill associated with trade names, brand names, trade dress and other proprietary indicia of goods and services associated with the Business of the Company, whether registered or unregistered. Assignor further hereby assigns, transfers, and conveys to Assignee, all proceeds to infringement suits, the right to sue for past, present, and future infringements, and all rights corresponding thereto throughout the world for the Trademark.

2. Warranty. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

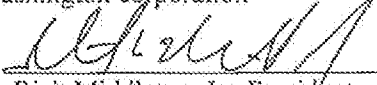
3. Further Assurances. Assignor shall provide Assignee, its successors and assigns, with all such assistance as Assignee may reasonably request for the full utilization of the rights granted in Section 1 above, including without limitation, upon request by the Assignee to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Assignment *provided that* all out-of-pocket costs reasonably incurred by Assignor in connection with providing such assistance are paid by Assignee. Assignor shall not assert any right, title, or interest in or to the Trademark, and shall not use the Trademark except as authorized by Assignee.

[Signatures on the following page.]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

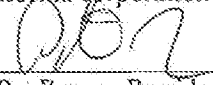
ASSIGNOR:

ANDERSON & MIDDLETON COMPANY,
a Washington corporation

By: 
Rick Middleton, Jr., President

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By: 
Pat Roney, President

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), dated as of ^{October} ~~September~~ 18, 2016, is entered ^{ALM} into by and among Anderson & Middleton Company, a Washington corporation ("Assignor"), and Vintage Wine Estates, Inc., a California corporation ("Assignee").

WHEREAS, Assignor owns and operates a winery business through which it produces, markets and sells wine labeled with the "Clayhouse" brands ("Business"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 15, 2016, between Assignor and Assignee ("Agreement") (capitalized terms used in this Assignment and not otherwise defined having the meaning ascribed to them in the Agreement), Assignee is purchasing certain assets associated with Assignor's Business, including certain intellectual property assets currently owned by Assignor; and

WHEREAS, Assignor owns and exercises control over certain registered trademarks identified on Exhibit "A" attached hereto and incorporated herein by this reference ("Trademarks"); and

WHEREAS, pursuant to the Agreement, the execution and delivery of this Assignment is a condition precedent to the closing of the transactions contemplated by the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows as of the Effective Date:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, all of its right, title and interest in and to the intellectual property assets of the Business, including without limitation the Trademarks, and any and all goodwill associated with trade names, brand names, trade dress and other proprietary indicia of goods and services associated with the Business of the Company, whether registered or unregistered. Assignor further hereby assigns, transfers, and conveys to Assignee, all proceeds to infringement suits, the right to sue for past, present, and future infringements, and all rights corresponding thereto throughout the world for the Trademarks.

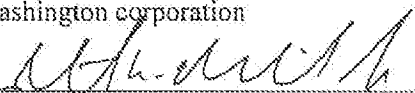
2. Warranty. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

3. Further Assurances. Assignor shall provide Assignee, its successors and assigns, with all such assistance as Assignee may reasonably request for the full utilization of the rights granted in Section 1 above, including without limitation, upon request by the Assignee to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Assignment *provided that* all out-of-pocket costs reasonably incurred by Assignor in connection with providing such assistance are paid by Assignee. Assignor shall not assert any right, title, or interest in or to the Trademarks, and shall not use the Trademarks except as authorized by Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

ANDERSON & MIDDLETON,
a Washington corporation

By: 
Rick Middleton, Jr., President

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation


By: 
Pat Roney, President

EXHIBIT "A"

Trademarks

Mark (United States)	Registration #	Class of Goods	Next Action Due
CLAYHOUSE (Stylized Form)	3,150,973	033: Wine	Renewal Due December 17, 2022
ILLUSTRATION DRAWING ONLY - without any words, letters, or numbers.	3,150,974	033: Wine	Renewal Due October 3, 2026
CLAYHOUSE (Standard Characters)	3,038,274	033: Wine	Renewal Due October 3, 2026
ADOBE PINK	3,807,641	033: Wine	Renewal Due June 22, 2020
ADOBE WHITE	3,463,495	033: Wine	Renewal Due July 8, 2018
ADOBE RED	3,355,672	033: Wine	Renewal Due December 18, 2017
ADOBE	3,481,678	033: Wine	Renewal Due August 5, 2018

Mark (Canada)	Registration #	Class of Goods	Next Action Due
CLAYHOUSE (Stylized Form)	TMA703,252	Wares: Wine	Renewal Due December 17, 2022

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