

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yount Ridge Cellars, LLC		11/27/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Blicker Pierce Wagner Wine Merchants, LLC		
Also Known As:	BPW		
Street Address:	607 Airpark Road		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86961899	EPIC YOUNT RIDGE	
Serial Number:	86961897	YOUNT RIDGE EPIC	
Serial Number:	86564837	YOUNT RIDGE	
Serial Number:	85737105	CENTER POINT	
CORRESPONDENCE DATA			
Fax Number:	7079670237		
<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:	7079670240		
Email:	cory@bpwine.com		
Correspondent Name:	Cory Wagner		
Address Line 1:	607 Airpark Road		
Address Line 4:	Napa, CALIFORNIA 94558		
NAME OF SUBMITTER:	Cory Wagner		
SIGNATURE:	/Cory Wagner/		
DATE SIGNED:	12/02/2020		
Total Attachments: 26			
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OP \$115.00 86961899

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of November 27, 2020, is entered into between Yount Ridge Cellars, LLC, a California limited liability company (“**Seller**”), and Blicher Pierce Wagner Wine Merchants, LLC, a California limited liability company (“**Buyer**”). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller is engaged in the business of making, marketing and selling wine, including the Yount Ridge, Epic and Center Point brands; and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the rights and obligations of Seller to the Yount Ridge, Epic and Center Point brands (including any labels used in connection therewith) and certain inventory of Yount Ridge, Epic and Center Point wine, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall, and shall cause its Affiliates to, sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller and its Affiliates, all of Seller’s and its Affiliates’ right, title, and interest in, to, and under the following tangible and intangible assets, properties, and rights (collectively, the “**Purchased Assets**”):

(a) all trademarks, service marks, trade names, service names, brand names, trade dress, labels, corporate names, logos, slogans and social media accounts/handles that includes the word “Yount Ridge,” “Epic” or “Center Point, whether registered or unregistered (the “**Trademarks**”), including those set forth on Schedule 1.01(a), along with all intellectual property rights associated with such Trademarks and the contents therein, together with the goodwill arising in connection with the use of such Trademarks;

(b) all inventory set forth on Schedule 1.01(b) (the “**Inventory**”);

(c) all internet domain names, URLs, websites and web pages used or held for use in connection with the operation of the Seller’s business (the “**Domain Names**”), including <http://www.yountridge.com>, along with all intellectual property rights associates with such Domain Names and the contents therein, together with all goodwill arising in connection with the use of such Domain Names; and

(d) all customer lists, including email addresses and purchasing history of such customers, used or held for use by the Seller in connection with the operation of its business (the “**Customer Lists**”), together with all goodwill arising in connection with such customer lists.

Section 1.02 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, other than the Purchased Assets, Seller and its Affiliates are not selling, and Buyer is not purchasing, any other assets, properties or rights of Seller or its Affiliates.

Section 1.03 No Assumed Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any liabilities of Seller or any of its Affiliates of any kind or nature whatsoever (the “**Excluded Liabilities**”), including any liability or amounts due to Third Leaf. For purposes of this Agreement: (i) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and (ii) the term “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$1,192,000 (the “**Purchase Price**”). Buyer shall pay the Purchase Price by check or wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions provided by Seller.

Section 1.05 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. The parties agree that \$1,125,000 of the Purchase Price will be allocated to Inventory and the remainder will be allocated to goodwill.

Section 1.06 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any provision of tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Buyer, 607 Airpark Road, Napa, California, at 10:00 am Pacific time, simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the “**Closing Date**.”

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
 - (i) a bill of sale in the form of **Exhibit A** (the “**Bill of Sale**”) and duly executed by Seller, transferring the Inventory to Buyer;
 - (ii) a trademark assignment in the form of **Exhibit B** attached hereto (the “**Trademark Assignment**”) and duly executed by Seller, transferring the Trademarks to Buyer;
 - (iii) a domain name assignment in the form of **Exhibit C** attached hereto (the “**Domain Name Assignment**”) and duly executed by Seller, transferring the Domain Names to Buyer;
 - (iv) copies of the Customer Lists; and
 - (v) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.
- (b) At the Closing, Buyer shall deliver to Seller the following:
 - (i) the Purchase Price (less any amounts which may be withheld pursuant to Section 1.06);
 - (ii) the Trademark Assignment duly executed by Buyer; and
 - (iii) the Domain Name Assignment duly executed by Buyer.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of California. Seller has full limited liability company power and authority to enter into this Agreement and the other documents contemplated hereunder (collectively, the “**Transaction Documents**”) to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company, manager, and member action on the part of

Seller. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of organization, the limited liability company agreement or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any governmental authority (collectively, “**Law**”) or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any governmental authority (“**Governmental Order**”) applicable to Seller or the Purchased Assets; (c) require the consent, notice, declaration, or filing with or other action by any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity (“**Person**”) or require any permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any contract to which Seller is a party or by which Seller or to which any of the Purchased Assets are subject; or (e) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance (“**Encumbrance**”) on the Purchased Assets.

Section 3.03 Title to Purchased Assets. Seller has good and valid title to all of the Purchased Assets, free and clear of all Encumbrances.

Section 3.04 Inventory. All Inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice.

Section 3.05 Legal Proceedings; Governmental Orders.

(a) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, “**Actions**”) pending or, to Seller’s knowledge, threatened against or by Seller: (a) relating to or affecting the Purchased Assets; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders against, relating to, or affecting the Purchased Assets.

Section 3.06 Trademarks. Seller owns the Trademarks, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Trademarks, or restricting the licensing thereof to any person or entity. With respect to each of the Trademarks listed on Schedule 1.01(a), except as indicated on Schedule 1.01(a), to Seller’s knowledge (i) each such Trademark is valid, subsisting and in full

force and effect; and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof. To Seller's knowledge, Seller's prior and current use of the Trademarks has not and does not infringe, violate, dilute or misappropriate the intellectual property rights of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Trademarks. To the knowledge of Seller, no person or entity is infringing, misappropriating, diluting or otherwise violating any of the Trademarks, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

Section 3.07 Compliance with Laws. Seller is in compliance in all material respects with all Laws applicable to the conduct of its business as currently conducted or the ownership and use of the Purchased Assets, including Data Protection Laws. **"Data Protection Laws"** means all Laws and industry standards (including, if applicable, the Payment Card Industry Data Security Standard (PCI DSS)) relating to privacy, data protection or data security, including with respect to the confidentiality, collection, storage, transmission, transfer (including cross-border transfers), processing, breach notification, unauthorized access, encryption, security, safeguarding, loss, deletion, disclosure, or use of personal data (including personal data of employees, contractors, customers, loan applicants, website users, and third parties), and email and mobile communications, including any approvals, consents, or notices required in connection therewith.

Section 3.08 Brokers. Other than Third Leaf, no broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller. Seller shall have sole responsibility for any liability or amounts due to Third Leaf.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of California. Buyer has full limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company, manager, and member action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the articles of organization, the limited liability company agreement or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

Section 4.03 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 4.04 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective directors, officers, employees, consultants, counsel, accountants, and other agents ("**Representatives**") to hold, in confidence any and all information, whether written or oral, concerning the Purchased Assets or the transactions contemplated hereby, except to the extent such information: (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates, or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates, or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by Governmental Order or Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed. Seller shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Public Announcements. Unless otherwise required by applicable Law, Seller shall not make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of Buyer.

Section 5.03 Bulk Sales Laws. The parties hereby waive compliance with the provisions of Division 6 of the California Uniform Commercial Code relating to bulk sales and the provisions of any other bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer. Any Liabilities arising out of the failure of Seller to comply with the requirements and provisions

of any bulk sales, bulk transfer, or similar Laws of any jurisdiction shall be treated as Excluded Liabilities.

Section 5.04 Transfer Taxes. All sales, use, registration, and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.05 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 6.02 Indemnification by Seller. Subject to the other terms and conditions of this ARTICLE VI, Seller shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the “**Buyer Indemnitees**”) against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees (collectively, “**Losses**”), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or any other Transaction Document; or
- (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement or any other Transaction Document.

Notwithstanding the foregoing, Seller shall not be liable to any or all of the Buyer Indemnitees in any case under Section 6.02(a) for any Losses in excess of three hundred thousand dollars (\$300,000), other than with respect to Losses based upon, arising out of, or with respect to any inaccuracy in or breach of any of the representations and warranties of Seller contained in Sections 3.01, 3.03 and 3.08.

Section 6.03 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VI, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the “**Seller Indemnitees**”) against, and shall hold each of them harmless from and against any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, or with respect to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any other Transaction Document; or

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement or any other Transaction Document.

Notwithstanding the foregoing, Buyer shall not be liable to any or all of the Seller Indemnitees in any case under Section 6.03(a) for any Losses in excess of three hundred thousand dollars (\$300,000), other than with respect to Losses based upon, arising out of, or with respect to any inaccuracy in or breach of any of the representations and warranties of Buyer contained in Sections 4.01 and 4.03.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “**Indemnified Party**”) shall promptly provide written notice of such claim to the other party (the “**Indemnifying Party**”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Exclusive Remedy.

(a) The sole and exclusive remedy of Buyer, Seller, Buyer Indemnitees or Seller Indemnitees hereunder (or for any other claim brought in connection with this Agreement) shall be restricted to the indemnification rights set forth in Article VI of this Agreement and the right to seek equitable relief set forth in clause (b) of this Section 6.05.

(b) Each of the parties hereto acknowledges that, in the event of any non-performance or actual or threatened breach of this Agreement, the non-performing or non-breaching party, as the case may be, would be immediately and irreparably harmed by such non-performance or breach and could not be made whole by monetary damages. It is accordingly agreed that, with respect to any such non-performance or actual or threatened breach, each party hereto (i) shall waive, in any action for equitable relief (including specific performance, injunctive relief and any other equitable remedy), the defense of adequate remedy at law and (ii) shall, in addition to any other right or remedy to which any party hereto may be entitled, at law or in equity (including monetary

damages), be entitled to equitable relief (including the compelling of specific performance of this Agreement, injunctive relief and any other equitable remedy) with no obligation to prove actual damages or post any bond in connection therewith, in any action instituted in accordance with Section 7.08. The parties hereto agree that they will not contest the appropriateness of specific performance as a remedy.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller:

Yount Ridge Cellars, LLC
23240 Highway One
Marshall, CA 94940
Email: anne@asheventures.com
Attention: Anne Kensok

With a copy to:

GVM Law, LLP
Attn: Nicholas E. Donovan, Esq.
1000 Main Street, Suite 300
Napa, CA 94559
E-mail: ndonovan@gvmlaw.com
(707) 252-9000

If to Buyer:

Blicker Pierce Wagner Wine Merchants, LLC
607 Airpark Road
Napa, California 94558
Email: cory@bpwine.com
Attention: Cory Wagner

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits, and the Schedules, the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. Seller may not assign its rights or obligations hereunder, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section 7.06 shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the county of Napa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

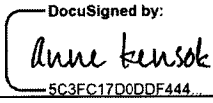
Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

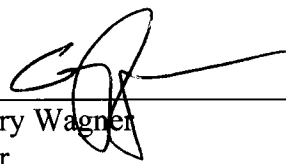
YOUNT RIDGE CELLARS, LLC

Ashe Ventures, LLC, a Delaware limited liability company, its Manager

By  _____
Name: Anne Kensok
Its: Manager

BUYER:

BLICKER PIERCE WAGNER WINE
MERCHANTS, LLC

By  _____
Name: Cory Wagner
Its: Partner

**Schedule 1.01(a)
Trademarks**

1. Epic Yount Ridge
 - a. Word Mark: EPIC YOUNT RIDGE
 - b. Status: Live
 - c. Date Filed: April 1, 2016
 - d. USPTO Serial #: 86961899

2. Yount Ridge Epic
 - a. Word Mark: YOUNT RIDGE EPIC
 - b. Status: Live
 - c. Date Filed: April 1, 2016
 - d. USPTO Serial #: 86961897

3. Yount Ridge
 - a. Word Mark: YOUNT RIDGE
 - b. Status: Live
 - c. Date Filed: March 16, 2015
 - d. USPTO Serial #: 86564837
 - e. Registration Date: June 7, 2016
 - f. Registration Number: 4974467

4. Center Point
 - a. Word Mark: CENTER POINT
 - b. Status: Live
 - c. Date Filed: September 24, 2012
 - d. USPTO Serial #: 85737105
 - e. Registration Date: May 17, 2016

f. Registration Number: 4960517

**Schedule 1.01(b)
Inventory**

Description	CASES	Vintage	UnitsPerCase	Total Bottles
2006 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 14.	164	2006	12	1968
2007 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 14.	94	2007	12	1128
2008 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 14.	44	2008	12	528
2009 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 14.	115	2009	12	1380
2010 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 14.	138	2010	12	1656
2011 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 14.	216	2011	12	2592
2016 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 15.	127	2016	12	1524
2017 YOUNT RIDGE PROP RD BLEND 12/750 ML. 'NAPA VALLEY' 15.	185	2017	12	2220
2015 YOUNT RIDGE CAB SAUV 6/750 ML. 'NAPA VALLEY' 15.1%	472	2015	6	2832
2016 YOUNT RIDGE CAB SAUV 12/750 ML. 'NAPA VALLEY' 15.5%	620	2016	12	7440
14 EPIC RES CAB SAUV GIFT BOX 3/750 ML. 'NAPA VALLEY' 14.7%	331	2014	3	993
14 EPIC RESERVE CAB SAUV 12/750 ML. 'NAPA VALLEY' 14.7%	10	2014	12	120
2016 Yount Ridge EPIC RESERVE CAB SAUV 12/750 ML. 'NAPA VALLEY' 15.5	142	2016	12	1704
2017 Yount Ridge EPIC RESERVE CAB SAUV 12/750 ML. 'NAPA VALLEY' 15.5	132	2017	12	1584
2015 Yount Ridge EPIC PROP RED WINE 6/750 ML. 'NAPA VALLEY' 15.1%	485	2015	6	2910
2017 YOUNT RIDGE SAUV BLANC 12/750 ML. 'NAPA VALLEY' 14.3%	130	2017	12	1560
2018 YOUNT RIDGE SAUV BLANC 12/750 ML. 'NAPA VALLEY' 14.4%	273	2018	12	3276
2017 YOUNT RIDGE CAB SAUV 12/750 ML. 'NAPA VALLEY' 15.5%	429	2017	12	5148

Exhibit A
Bill of Sale
[Attached.]

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is made as of November 27, 2020 (the "**Effective Date**"), by and between Yount Ridge Cellars, LLC, a California limited liability company ("**Seller**"), and Blicher Pierce Wagner Wine Merchants, LLC, a California limited liability company ("**Buyer**"). Capitalized terms used but not defined in this Bill of Sale shall have the respective meanings set forth in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the Effective Date, between Purchaser and Seller.

1. Pursuant to the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, conveys, transfers, and delivers to Purchaser all right, title, and interest of Seller in and to all of the Inventory, free and clear of any Encumbrances.

2. This Bill of Sale is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Purchase Agreement. Nothing in this Bill of Sale is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Purchaser and Seller under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

3. This Bill of Sale will be binding on and inure to the benefit of Purchaser, Seller, and their respective successors and permitted assigns.

4. This Bill of Sale, and all claims or causes of action that are based on, arise out of, or relate to this Bill of Sale, shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

5. This Bill of Sale may be signed in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument.

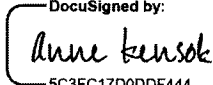
[Remainder of page intentionally left blank. Signatures pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

YOUNT RIDGE CELLARS, LLC

Ashe Ventures, LLC, a Delaware limited liability company, its Manager

DocuSigned by:

By _____
5C3FC17D0DDF444
Name: Anne Kensok
Its: Manager

BUYER:

BLICKER PIERCE WAGNER WINE
MERCHANTS, LLC

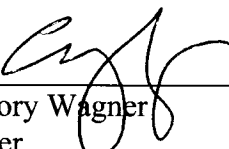
By  _____
Name: Cory Wagner
Its: Partner

Exhibit B
Trademark Assignment
[Attached]

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is effective as of November 27, 2020 (the “**Effective Date**”), by and between Yount Ridge Cellars, LLC, a California limited liability company with its principal place of business at 7688 Saint Helena Highway, Napa, California 94558 (“**ASSIGNOR**”), and Blicker Pierce Wagner Wine Merchants, LLC, a California limited liability company with its principal place of business at 607 Airpark Road, Napa, California 94558 (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR, ASSIGNEE entered into an Asset Purchase Agreement, dated as of the Effective Date (“**Purchase Agreement**”), pursuant to which ASSIGNOR is selling, assigning, conveying, transferring and delivering certain assets to ASSIGNEE, including, without limitation, all of ASSIGNOR’s right, title and interest in and to the trademarks listed on the attached Schedule A (herein defined as “**TRADEMARKS**”), and ASSIGNEE is purchasing such assets.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, ASSIGNOR hereby sells, assigns, conveys, transfers and delivers to ASSIGNEE, its successors and assigns, all right, title and interest in and to all TRADEMARKS, together with the goodwill of the business which they represent symbolized by the TRADEMARKS, any common law rights in such TRADEMARKS, and all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment contemplated hereby.

ASSIGNOR hereby requests the United States Commissioner of Patents and Trademarks to record this Assignment, as to the assigned TRADEMARKS herein referred to.

This Assignment, and all claims or causes of action that are based on, arise out of, or relate to this Assignment, shall be exclusively governed by and construed in accordance with the Laws of the State of California, without regard to its conflicts of law rules.

This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

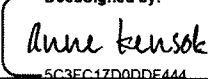
[Remainder of page intentionally left blank. Signatures pages follow.]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have each caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

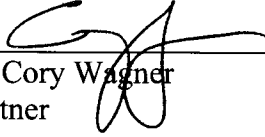
YOUNT RIDGE CELLARS, LLC

Ashe Ventures, LLC, a Delaware limited liability company, its Manager

DocuSigned by:

By 5C3FC17D0DDE444
Name: Anne Kensok
Its: Manager

ASSIGNEE:

BLICKER PIERCE WAGNER WINE
MERCHANTS, LLC

By 
Name: Cory Wagner
Its: Partner

SCHEDULE A
TO TRADEMARK ASSIGNMENT

1. Epic Yount Ridge
 - a. Word Mark: EPIC YOUNT RIDGE
 - b. Status: Live
 - c. Date Filed: April 1, 2016
 - d. USPTO Serial #: 86961899

2. Yount Ridge Epic
 - a. Word Mark: YOUNT RIDGE EPIC
 - b. Status: Live
 - c. Date Filed: April 1, 2016
 - d. USPTO Serial #: 86961897

3. Yount Ridge
 - a. Word Mark: YOUNT RIDGE
 - b. Status: Live
 - c. Date Filed: March 16, 2015
 - d. USPTO Serial #: 86564837
 - e. Registration Date: June 7, 2016
 - f. Registration Number: 4974467

4. Center Point
 - a. Word Mark: CENTER POINT
 - b. Status: Live
 - c. Date Filed: September 24, 2012
 - d. USPTO Serial #: 85737105

e. Registration Date: May 17, 2016

f. Registration Number: 4960517

Exhibit C
Domain Name Assignment
[Attached]

DOMAIN NAME ASSIGNMENT

This DOMAIN NAME ASSIGNMENT (this “**Assignment**”) is effective as of November 27, 2020 (the “**Effective Date**”), by and between Yount Ridge Cellars, LLC, a California limited liability company with its principal place of business at 7688 Saint Helena Highway, Napa, California 94558 (“**ASSIGNOR**”), and Blicker Pierce Wagner Wine Merchants, LLC, a California limited liability company with its principal place of business at 607 Airpark Road, Napa, California 94558 (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR, ASSIGNEE entered into an Asset Purchase Agreement, dated as of the Effective Date (“**Purchase Agreement**”), pursuant to which ASSIGNOR is selling, assigning, conveying, transferring and delivering certain assets to ASSIGNEE, including, without limitation, all of ASSIGNOR’s right, title and interest in and to the domain names listed on the attached Schedule A (herein defined as “**DOMAIN NAMES**”), and ASSIGNEE is purchasing such assets.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, ASSIGNOR hereby sells, assigns, conveys, transfers and delivers to ASSIGNEE, its successors and assigns, all right, title and interest in and to all DOMAIN NAMES, together with the goodwill arising in connection with the use of such DOMAIN NAMES.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment contemplated hereby, including, but not limited, releasing any “lock” placed on DOMAIN NAMES, obtaining the authorization code and providing that code to ASSIGNEE, confirming the requested transfer upon receipt of a request to do so from the registrar used by the ASSIGNOR for the DOMAIN NAMES, executing and delivering all authorizations necessary to effectuate electronic transfer of the DOMAIN NAMES, and executing and delivering all further documents and instruments and to do and cause to be done such further acts and things as may be necessary or as ASSIGNEE may reasonably request to effectuate the assignment and transfer of the DOMAIN NAMES to ASSIGNEE. ASSIGNEE shall bear the costs of the transfer of the DOMAIN NAMES.

This Assignment, and all claims or causes of action that are based on, arise out of, or relate to this Assignment, shall be exclusively governed by and construed in accordance with the Laws of the State of California, without regard to its conflicts of law rules.

This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

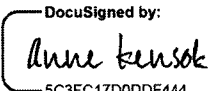
[Remainder of page intentionally left blank. Signatures pages follow.]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have each caused this Domain Name Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:


YOUNT RIDGE CELLARS, LLC

Ashe Ventures, LLC, a Delaware limited liability company, its Manager

By  _____
Name: Anne Kensok
Its: Manager

ASSIGNEE:

BLICKER PIERCE WAGNER WINE MERCHANTS, LLC

By  _____
Name: Cory Wagner
Its: Partner

SCHEDULE A
TO DOMAIN NAME ASSIGNMENT

1. <http://www.yountridge.com>