

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700880

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vinotemp Corporation		12/29/2021	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greenfield World Trade, Inc.		
<b>Street Address:</b>	3335 Enterprise Ave.		
<b>City:</b>	Weston		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33331		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5634267	BRAMA BRAMA	
<b>Registration Number:</b>	5623953	BRAMA	
<b>Registration Number:</b>	4546368	V	
<b>Registration Number:</b>	4088187	EPICUREANIST	
<b>Registration Number:</b>	2618089	APEX	
<b>Registration Number:</b>	1994725	WINE-MATE	
<b>Registration Number:</b>	1822580	VINOTEMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4192416894		
<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>	4193211473		
<b>Email:</b>	mdockins@shumaker.com		
<b>Correspondent Name:</b>	Michael E. Dockins		
<b>Address Line 1:</b>	1000 Jackson St.		
<b>Address Line 4:</b>	Toledo, OHIO 43604		
<b>NAME OF SUBMITTER:</b>	Michael E. Dockins		
<b>SIGNATURE:</b>	/med/		
<b>DATE SIGNED:</b>	01/10/2022		

CH \$190.00 5634267

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of December 29, 2021 (the “**Effective Date**”) by and between Vinotemp Corporation, a Nevada corporation (the “**Assignor**”), and Greenfield World Trade, Inc., a Florida corporation (the “**Assignee**”).

**WHEREAS**, Assignor and Assignee are, among others, parties to that certain Asset Purchase Agreement dated December 29, 2021 (as may from time to time be amended, supplemented, or otherwise modified, the “**Asset Purchase Agreement**”);

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks set forth on Schedule A attached hereto, together with the goodwill of the Business connected with and symbolized by such trademarks (the “**Trademarks**”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor all of Assignor’s right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee agrees as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Assignment**: Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark applications or registrations within or outside the United States based in whole or in part upon the Trademarks, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy for any past, present or future infringements, misappropriations or other violations of the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as such right, title and interest could have been held and enjoyed by Assignor had this sale, assignment, transfer, conveyance and deliverance not been made.

3. **Recording**. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “**PTO**”) or other Governmental Body, and the parties hereby authorize the PTO or other such Governmental Body to record this Agreement.

4. **Further Assurances**. Assignor shall act in good faith and use commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to Assignor’s obligation to consummate the transactions contemplated by this Agreement. From and after the

date of this Agreement, Assignor shall execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement and the transactions contemplated hereby. Assignor hereby constitutes and appoints Assignee its true and lawful attorney-in-fact with full power of substitution of Assignee in the name or stead of such Assignor (a) to demand, collect, and receive for the account of Assignee any or all of the Trademarks; (b) from time to time to institute or prosecute, in the name of Assignor, all proceedings that Assignee, in its sole discretion, may deem necessary or convenient in order to realize upon, affirm, or obtain title to or possession of, or to collect, assert, or enforce any claim, right or title of any kind in or to the Trademarks; and (c) to defend and compromise any and all actions, suits or proceedings in respect of any of the Trademarks. Assignor agrees that the foregoing powers are coupled with an interest and shall not be revocable by Assignor for any reason whatsoever. Assignor hereby authorizes and requests the PTO and any other applicable Governmental Body or registrar to record and register Assignee as the owner of all Trademarks, and to issue all Trademarks to Assignee as assignee of all of Assignor's right, title and interest in and to all Trademarks. Assignee shall have the right to record all such assignments with all applicable Governmental Bodies and registrars so as to perfect ownership of all Trademarks throughout the world. Assignor shall take any other actions as required by Section 6.2 (Further Assurances) of the Asset Purchase Agreement in regard to this Agreement.

5. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts; Facsimile Signatures.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

7. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation, and effect, by, and construed in accordance with, the internal Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware.

**[Signature page follows.]**

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Agreement to be executed on the Effective Date.

**ASSIGNOR:**

VINOTEMP CORPORATION

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

Name: India S. Hynes

Title: President

**ASSIGNEE:**

GREENFIELD WORLD TRADE, INC.

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

Name: Neal Asbury

Title: President

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Agreement to be executed on the Effective Date.

**ASSIGNOR:**

VINOTEMP CORPORATION

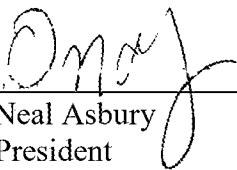
By: \_\_\_\_\_

Name: India S. Hynes

Title: President

**ASSIGNEE:**

GREENFIELD WORLD TRADE, INC.

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

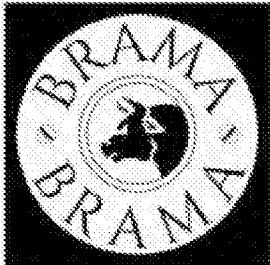
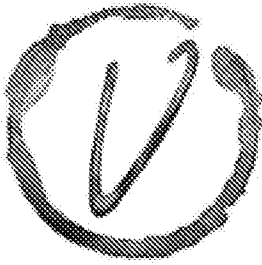
Name: Neal Asbury

Title: President

**Schedule A**

**Trademarks**

**Registered Marks**

<b>Trademark</b>	<b>Owner</b>	<b>App/Reg No</b>	<b>Issue Date</b>	<b>Country</b>
BRAMA BRAMA and Design	Vinotemp International Corporation	Reg No 5634267	Issued 12/18/18	U.S.
BRAMA	Vinotemp International Corporation	Reg No 5623953	Issued 12/4/18	U.S.
V Design	Vinotemp International Corporation	Reg No 4546368	Issued 6/10/14	U.S.
EPICUREANIST	Vinotemp International Corporation	Reg No 4088187	Issued 1/17/12	U.S.
APEX	Vinotemp International Corporation	Reg No 2618089	Issued 9/10/02	U.S.
WINE-MATE	Vinotemp International Corporation	Reg No 1994725	Issued 2/21/95	U.S.
VINOTEMP	Vinotemp International Corporation	Reg No 1822580	Issued 10/29/92	U.S.
BRAMA	Vinotemp International Corporation	Serial No. 87672007 Reg No. 5623953	Issued 12/4/18	U.S.
	Vinotemp International Corporation	8,767,3430 Reg No. 5634267	Issued 12/18/18	U.S.
	Vinotemp International Corporation	85922983	Issued 6/10/14.	U.S.
Vinotemp	Vinotemp International Corporation	TMA720,931	Issued 4/28/06 Expires 8/13/23	Canada

<b>Trademark</b>	<b>Owner</b>	<b>App/Reg No</b>	<b>Issue Date</b>	<b>Country</b>
Wine-Mate	Vinotemp International Corporation	TMA736,707	Issued 4/28/06 expires 3/23/24	Canada
VINOTEMP	Vinotemp International	9667303	9/7/12	China
VINOTEMP	Vinotemp International	9667302	8/7/12	China
VINOTEMP	Vinotemp International	9667304	2/14/14	China
APEX	Vinotemp International	9781377	3/14/13	China
CELLARTEC	Vinotemp International	9794438	7/28/13	China
VINOTEMP	Vinotemp International	9629073	8/21/12	China

**Unregistered Marks**

None.