

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
Jackson Family Farms, LLC		08/31/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vintage Wine Estates, Inc.		
<b>Street Address:</b>	205 Concourse Blvd.		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2855267	RAY'S STATION	
Registration Number:	3469044	HORSE PLAY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(316)832-1264		
Phone:	(316) 847-4886		
Email:	angie.gregory@lrico.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Angie Gregory		
Address Line 1:	2416 E. 37th St. N.		
Address Line 4:	Wichita, KANSAS 67219		
<b>NAME OF SUBMITTER:</b>	Angie Gregory		
<b>Signature:</b>	/Angie Gregory/		
<b>Date:</b>	11/30/2011		
<b>Total Attachments: 3</b> source=KJ TM Assignment#page1.tif source=KJ TM Assignment#page2.tif source=KJ TM Assignment#page3.tif			

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**ASSIGNMENT OF TRADEMARKS**

This Trademark Assignment Agreement (the "Agreement") is made into and entered into as of August 31, 2011 (the "Effective Date"), by and between Jackson Family Farms, LLC ("Assignor") and Vintage Wine Estates, Inc. ("Assignee").

WHEREAS, Assignor has adopted, used and is using the list of trademarks set forth in Attachment A and is the owner of the trademark registrations set forth in Attachment A (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee are acting as Brand Seller and Buyer, respectively, in a transaction whereby ownership of certain brands and brand assets, including the Marks, is being transferred from Assignor to Assignee in exchange for consideration (the "Asset Sale").

NOW THEREFORE, NOW THEREFORE, in connection with the Asset Sale and for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, and the goodwill associated therewith and symbolized thereby, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith, and Assignee hereby accepts such assignment.

IN WITNESS WHEREOF, Assignor has caused this document to be executed by its authorized officer on the date indicated above.

JACKSON FAMILY FARMS, LLC

VINTAGE WINE ESTATES, INC.

By: [Signature]  
Its: Chief Financial Officer

By: [Signature]  
Its: CHIEF FINANCIAL OFFICER

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WHEREAS, Assignor has adopted, used and is using the list of trademarks set forth in Attachment A and is the owner of the trademark registrations set forth in Attachment A (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee are acting as Brand Seller and Buyer, respectively, in a transaction whereby ownership of certain brands and brand assets, including the Marks, is being transferred from Assignor to Assignee in exchange for consideration (the "Asset Sale").

NOW THEREFORE, in connection with the Asset Sale and for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Marks, along with the goodwill associated therewith and symbolized thereby, and Assignee hereby accepts such assignment.

IN WITNESS WHEREOF, Assignor has caused this document to be executed by its authorized officer on the date indicated above.

JACKSON FAMILY FARMS, LLC

VINTAGE WINE ESTATES, INC.

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

Its: \_\_\_\_\_

*[Signature]*  
Chief Financial Officer

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

Its: \_\_\_\_\_

**ATTACHMENT A**

**ACRE**

**GEODE**

**RAY'S STATION (U.S. Federal Registration No. 2,855,267 for Wines)**

**HORSE PLAY (U.S. Federal Registration No. 3,469,044 for Wine)**

**TRADEMARK**

**RECORDED: 11/30/2011**

**REEL: 004669 FRAME: 0076**