

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vintage Wine Estates, Inc.		02/01/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mitchell D. Cosentino		
Street Address:	71 Hahnemann Lane		
City:	Napa		
State/Country:	CALIFORNIA		
Postal Code:	94558		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3217127	M.COZ	
CORRESPONDENCE DATA			
Fax Number:	(316)832-1264		
Phone:	(316) 847-4886		
Email:	angie.gregory@lrco.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 67025		
NAME OF SUBMITTER:	Angie Gregory		
Signature:	/Angie Gregory/		
Date:	02/16/2012		
Total Attachments: 8			

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TRADEMARK LICENSE AGREEMENT

This **TRADEMARK LICENSE AGREEMENT** ("Agreement"), effective as of February 1, 2012 ("Effective Date"), is made by and between Mitchell D. Cosentino, an individual with an address of 71 Hahnemann Lane, Napa, California 94558 ("Licensor"), and Vintage Wine Estates, Inc., 205 Concourse Blvd., Santa Rosa, CA 95403 ("Licensee").

WHEREAS, Licensee purchased the trademark listed on Exhibit A attached hereto (the "Licensed Mark") pursuant to a Purchase and Sale Agreement dated December 28, 2010 between Licensee and PRIALCO, LLC;

WHEREAS, Licensee is assigning all of its rights, title and interest in the Licensed Mark to Licensor, pursuant to an Assignment of Trademark with even date herewith, and Licensor shall be the exclusive owner of the Licensed Mark;

WHEREAS, Licensee desires to continue to use the Licensed Mark in connection with the promotion and sale of certain wine inventory, and Licensor is willing to grant to Licensee the right to such use of the Licensed Mark, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

AGREEMENT

I. GRANT OF LICENSE

1.1 Subject to the terms of this Agreement and to the extent permitted by law, Licensor hereby grants Licensee a worldwide limited revocable non-exclusive royalty-free license to use the Licensed Mark in connection with the labeling, promotion and sale of Licensee's existing wine inventory bearing the "M. Coz" brand up to and including the 2006 vintage.

1.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Licensor.

1.3 Licensee will maintain, at all times during the Term of this Agreement, any and all licenses or permits required for the manufacture and sale of the products bearing the Licensed.

1.4 Licensee shall submit samples of proposed wine labels bearing the Licensed Mark to Licensor for approval prior to any use, sale or other distribution to the public. Licensor shall review and approve or disapprove the labels bearing the Licensed Mark writing within three (3) days of receipt thereof, provided, however, that if Licensor fails to approve or disapprove any proposed product or design within that time period those items shall be deemed approved.

1.5 Licensee acknowledges that Licensor requires high product quality and accurate reproduction of the Licensed Mark, and that Licensor has the right to ensure that all uses of the Licensed Mark meet its quality standards.

II. LICENSOR REPRESENTATIONS AND WARRANTIES

Licensor represents that it is the sole owner of all rights, title and interest in and to the Licensed Mark and that, as of the Effective Date, it has not received any notice of any claim or infringement by any third party relating to the Licensed Mark. Licensor further represents that it has full right, power and authority to enter this Agreement.

III. USE OF LICENSED MARKS

3.1 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Mark, or bring it into disrepute.

3.2 Licensee shall, upon the request of Licensor, cause to appear on or within each product sold under this Agreement, by means of a tag, label, imprint, or other appropriate device, such copyright, trademark or service mark notices as Licensor may from time to time designate. Licensee shall affix trademark notice (TM) or (®) next to the Licensed Mark on products as instructed by Licensor.

3.3 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Mark and acknowledges that such goodwill belongs exclusively to Licensor. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Licensed Mark, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Mark, and further agrees not to register or attempt to register, in any jurisdiction, the Licensed Mark.

3.4 Licensee shall immediately advise Licensor of any infringement of the Licensed Mark that it learns about.

IV. INDEMNIFICATION

4.1 Licensee agrees to indemnify, defend and hold harmless Licensor, its trustees, officers, employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including reasonable attorney's fees, relating to or arising out of the manufacture or sale or use of products bearing the Licensed Mark.

4.2 Licensor agrees to indemnify, defend and hold harmless Licensee, its trustee, officers, employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including reasonable attorney's fees, relating to or arising out of any claim brought against Licensee by any third party alleging infringing use of the Licensed Mark; provided that Licensee has used the Licensed Mark in accordance with this Agreement.

V. INSURANCE

Licensee shall maintain in effect insurance for both bodily injury and property damage liability including product liability, in per occurrence limits of not less than One-Million Dollars (\$1,000,000), or such other amounts as Licensor and Licensee shall agree. Such coverage shall be provided with respect to all claims for damages arising out of the manufacture or sale or use of the products bearing the Licensed Mark, regardless of when such claims are made or when the underlying injuries occur or manifest themselves. Policies maintained by Licensee shall:

- be underwritten by a carrier that is rated at least "A" in Best's Key Rating Guide;
- be primary as to any other valid and collectible insurance in force;
- include endorsements naming Licensor as additionally insured insofar as this Agreement is concerned
- provide that notice shall be given to Licensor at least thirty (30) days prior to cancellation or material reduction in the form of such policies.

Licensee must provide notice to Licensor at least thirty (30) days prior to cancellation or material reduction in the form of these policies. Copies of certificates as evidence of said insurance shall be delivered by Licensee to Licensor upon submission of this Agreement and within 15 days of any insurance renewals. All notifications are to be made to:

Mitchell D. Cosentino
71 Hahnemann Lane
Napa, CA 94558

VI. METHODS OF TERMINATION

6.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 13.

6.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by mutual agreement of Licensor and Licensee.

6.3 Should either party fail to comply with any provision of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure such failure within thirty (30) days' following such party's receipt of written notice from the other party.

6.4 Termination of this Agreement shall not impair any accrued rights of Licensor.

VII. EFFECTS OF TERMINATION

Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Licensor, and Licensee shall make no claims to such rights.

VIII. LICENSEE'S DUTIES UPON TERMINATION

Upon termination of this Agreement, Licensee agrees to immediately discontinue (1) the manufacture of all products bearing the Licensed Marks, and (2) the use of the Licensed Marks; provided, however, that Licensee shall have the right to complete all licensed products bearing the licensed marks then in process and to dispose of its stock of all Licensed Products bearing the Licensed Marks which meet the standards of quality required by this license at its normal net sales price within three (3) months after said termination. Such disposition shall be subject to the terms of this Agreement. After such three (3) month period, Licensee agrees to destroy all unsold products bearing the Licensed Marks.

IX. REMEDIES

Licensee acknowledges that its breach of this Agreement will result in immediate and irremediable damage to Licensor, and that money damages alone would be inadequate to compensate Licensor. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Licensor may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

X. SEVERABILITY

Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

XI. MODIFICATION AND WAIVER

11.1 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

11.2 It is agreed that no waiver by either Party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

XII. ASSIGNABILITY

This Agreement shall inure to the benefit of Licensor, its successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Licensor.

XIII. TERM OF AGREEMENT

This Agreement shall continue in full force and effect until Licensee has sold all of its existing wine inventory bearing the Licensed Mark up to and including the 2006 vintage, unless otherwise terminated by operation of law or by the acts of the Parties in accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

XIV. GOVERNING LAW

This Agreement is made in the State of California, United States of America, and shall be governed and construed by its laws.

XV. NOTICES

Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail to the addressees given below, or such other addressees as may be designated from time to time during the term of this Agreement:

To Licensor:
Mitchell D. Cosentino
71 Hahnemann Lane
Napa, CA 94558

To Licensee:
Vintage Wine Estates, Inc.
204 Concourse Blvd.
Santa Rosa, CA 95403

XVI. NO PARTNERSHIP OR FRANCHISE

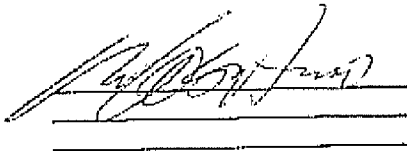
This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Licensor and Licensee, or (2) a franchise agreement between Licensor and Licensee. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

XVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

**LICENSOR
MITCHELL D. COSENTINO**



**LICENSEE
VINTAGE WINE ESTATES, INC.**


By: 
Name: Pat Romo
Title: President

EXHIBIT A
TRADEMARK

MARK	REGISTRATION NO.	REGISTRATION DATE	CLASSES REGISTERED
M. Coz	3217127	3/13/2007	(International Class 33) Wine

ASSIGNMENT OF TRADEMARK

WHEREAS, Vintage Wine Estates, Inc., a California corporation, of 205 Concourse Blvd., Santa Rosa, CA 95403 ("Assignor"), has adopted, used and is using the trademark and associated registration of trademark more fully identified on Exhibit A attached hereto (hereinafter collectively and individually referred to as the "Trademark"); and


WHEREAS, Assignor has agreed to transfer the Trademark and the registration thereof to Mitchell D. Cosentino, an individual, with an address of 71 Halmemann Lane, Napa, California 94558 ("Assignee").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign and transfer unto the said Assignee, and Assignee hereby accepts, effective as of the 1st day of February, 2012, all rights, title and interest held by Assignor in and to the said Trademark.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark as of the date set forth above.

ASSIGNOR:

Vintage Wine Estates, Inc.

By: 
Pat Roney, President

ASSIGNEE:

Mitchell D. Cosentino

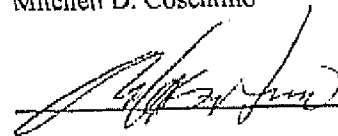


Exhibit A

Licensed Mark

MARK	REGISTRATION NO.	REGISTRATION DATE	CLASSES REGISTERED
M. Coz	3217127	3/13/2007	(International Class 33) Wine