

## 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
N2Wines, LLC		12/16/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4049250	CHARIOT VII GYPSY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	316-847-4886		
Email:	angie.gregory@lrlico.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/		
Date:	12/29/2012		

OP \$40.00 4049250

Total Attachments: 5

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), effective as of January 1, 2013 ("Effective Date"), is made by and among Jim Neal, an individual ("Neal"), and N2Wines, LLC ("N2W"), a California limited liability company, both with an address of P.O. Box 542, Rutherford, CA 94573. (Neal and N2W are each referred to as an "Assignor" and collectively as "Assignors"), and Vintage Wine Estates, Inc., a California corporation with an address of 205 Concourse Blvd., Santa Rosa, CA 95403 ("Assignee").

### Recitals

WHEREAS, Assignors have adopted, used and are using the various trademarks, including registrations of trademarks and applications for such registrations more fully identified on Exhibit A attached hereto (hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, Assignors now desire to sell, and Assignee desires to purchase, on the terms and conditions set forth herein.

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors do hereby assign and transfer, free and clear of any liens or other encumbrances, to Assignee, and Assignee hereby accepts, effective as of the \_\_\_\_ Effective Date:
  - a. all rights, title and interest held by Assignors in and to the said Trademarks;
  - b. the good will of the business connected with the use of and symbolized by the Trademarks; and
  - c. all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in the names of Assignors.

Assignors agree to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignors' rights, title, and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignors.

2. Consideration. As the purchase price ("Purchase Price") for the assignment of the Trademarks described above, Assignee agrees to the following:

- a. Assignee agrees to pay to Assignors an amount equal to Four and No/100 Dollars (\$4.00) per case of wine products sold bearing the Trademarks during the period of time commencing on the Effective Date and ending on the fifth (5<sup>th</sup>) anniversary of the Effective Date (the "Purchase Price"). The Purchase Price shall be paid in monthly installments based upon the wine products sold during the previous month. Such monthly payments shall be due within thirty (30) days after the end of the month in which the sales occurred and payments on the sales invoices are actually collected by Assignee, by means of (i) offset against the Advance (defined below) until the Advance is exhausted, and (ii) following exhaustion of the Advance, wire transfer or other means agreed to by the parties. For example, the

payment for sales during the month of November shall be due by December 30th. Together with each monthly payment, Assignee shall provide Assignors with a summary report of all sales of such products during such month. Notwithstanding the above, nothing in this Agreement obligates Assignee to sell any minimum quantities of wine products bearing the Trademarks.

b. Upon execution of this Agreement, Assignee will make an advance payment of a portion of the Purchase Price in the amount of One Hundred Thousand Dollars (\$100,000) (the "Advance"). Such Advance will offset the monthly payments of the Purchase Price described in (a) above until the Advance is fully exhausted. The Advance shall be non-refundable, and in the event that the Advance is not fully exhausted, at no time shall Assignors be required to refund the Advance to Assignee.

c. Assignee agrees to lease to Assignors a certain portion of the Cosentino winery, owned by Assignee and located at 7415 St. Helena Highway, St. Helena, CA, on the terms and conditions of the Lease Agreement attached hereto as Exhibit B.

d. The consideration described in this paragraph 2 shall be the full and final payment and satisfaction of all amounts due under the Agreement with respect to the Trademarks and the CHARIOT brand.

3. Assignors' Option to Transfer Trademarks. In the event that, within the five-year period commencing on the Effective Date, Assignee abandons the Trademarks, as evidenced by at least six (6) consecutive months without sales of any wine products bearing the Trademarks, the Assignors shall have the option to require Assignee to transfer the Trademarks back to Assignors at no cost to Assignors. To make such an election, Assignors must provide Assignee with written notice within thirty (30) days of Assignors' receipt of the monthly statement for the sixth (6<sup>th</sup>) consecutive month showing no sales of wine products bearing the Trademarks. In the event that Assignors elect to exercise this option, Assignee shall assign the Trademarks to Assignor within sixty (60) days.

4. Representations and Warranties. The Assignors represent and warrant to Assignee that they (i) own all rights, interest and title in and to Trademarks and that no third party has any interest therein; (ii) have not assigned any of its rights, title or interest in the Trademarks to any third party as of the Effective Date; (iii) have no knowledge of any past or current usage of the Trademarks by any third party; and (iv) are not aware of and have not received any notice of any claim by any third party related to the Trademarks.

5. Use of Wine Label Information. Nothing in this Agreement shall permit Assignee to use the name of Assignors, including but not limited to Jim Neal, Jim Neal Wines, or N2Wines on any wine labels as a DBA or trade name to suggest that Assignors produced any wines.

6. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Indemnification. Assignors agree to indemnify, defend and hold Assignee harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from (i) the breach of Assignors' representations and warranties above and (ii) any claim made, or assertion of rights, title or interest, by any third party with respect to the Trademarks.

8. Waiver or Modification. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

No modification of any of the terms of this Agreement shall be valid unless evidenced by a writing signed by both parties.

9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10. Headings. The paragraph headings are inserted only for purpose of reference. Such captions shall not affect the scope, meaning or intent of the provisions of this Agreement nor shall such headings otherwise be given any legal affect.

11. Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements understandings and discussions between the parties relating to the subject matter of this Agreement. Any modification of this Agreement shall be by a written instrument signed by the parties hereto.

12. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California.

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

ASSIGNORS:

Jim Neal

\_\_\_\_\_  
Jim Neal

Date: \_\_\_\_\_

N2Wines, LLC

\_\_\_\_\_  
Jim Neal, LLC Member

Date: \_\_\_\_\_

ASSIGNEE:

Vintage Wine Estates, Inc.

By:   
\_\_\_\_\_  
Pat Roney, President

Date: 12/14/12

**EXHIBIT A**  
**TRADEMARKS**

<b>MARK</b>	<b>CLASSES REGISTERED</b>
"CHARIOT VII GYPSY"	IC 33: Alcoholic beverages except beers
"CHARIOT VII" (design mark)	

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ASSIGNORS:

Jim Neal

Jim Neal

Date:

N2Wines, LLC

Jim Neal, LLC Member

ASSIGNEE:

Vintage Wine Estates, Inc.

By:

Pat Roney, President

Date:

RECORDED: 12/29/2012 Date:

TRADEMARK  
REEL: 004931 FRAME: 0700