

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
Clos Pegase Winery, Inc.		08/19/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Vintage Wine Estates, Inc.
Street Address:	205 Concourse Boulevard
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95403
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1587066	CLOS PEGASE
Registration Number:	2383342	GRAVEYARD HILL
Registration Number:	2796129	APPLEBONE VINEYARD
Registration Number:	3538314	TENMA VINEYARD
Registration Number:	3538313	DUNAWREAL VINEYARD
Registration Number:	3959279	ORIGAMI

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (316) 847-4886
 Email: angie.gregory@lrico.com
 Correspondent Name: Angie Gregory
 Address Line 1: 2416 E. 37th St. N.
 Address Line 4: Wichita, KANSAS 67219

OP \$165.00 1587066

NAME OF SUBMITTER:	Angie Gregory
Signature:	/Angie Gregory/
Date:	09/03/2013
Total Attachments: 7 source=Assignment of Tradenames and Trade Marks (00300724)#page1.tif source=Assignment of Tradenames and Trade Marks (00300724)#page2.tif source=Assignment of Tradenames and Trade Marks (00300724)#page3.tif source=Assignment of Tradenames and Trade Marks (00300724)#page4.tif source=Assignment of Tradenames and Trade Marks (00300724)#page5.tif source=Assignment of Tradenames and Trade Marks (00300724)#page6.tif source=Assignment of Tradenames and Trade Marks (00300724)#page7.tif	

ASSIGNMENT OF TRADENAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADENAMES AND TRADEMARKS (this "Assignment") is executed as of the 19 day of August, 2013, by and between CLOS PEGASE WINERY, INC., a California corporation ("Assignor"), and VINTAGE WINE ESTATES, INC., a California corporation ("Assignee").

RECITALS

A. Reference is made to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of June 29, 2013, as amended pursuant to that First Amendment to Asset Purchase Agreement dated as of July 10, 2013, and as further amended pursuant to that Second Amendment to Asset Purchase Agreement dated as of July 25, 2013 (as amended, the "Asset Purchase Agreement"). Pursuant to the Asset Purchase Agreement, Buyer agreed to purchase and Seller agreed to sell to Buyer certain assets and liabilities (defined in the Asset Purchase Agreement as the "Purchased Assets" and the "Assumed Liabilities") for a purchase price of Eighteen Million Dollars (\$18,000,000) to be paid in cash and the Buyer's agreement to assume the Assumed Liabilities. Capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement.

B. In connection with the sale of the Purchased Assets to Assignee, Assignor desires to assign to Assignee all of Assignor's interest in all domestic and foreign patents, licenses, registered and unregistered trademarks, trade names, service marks, copyrights, domain names, websites, proprietary computer software, industrial designs, government approvals, permits and authorizations (and applications for any of the foregoing), fictitious business name statements, and all designs, patterns, drawings, technology, technical know-how, trade secrets, direct sales programs, customer lists and mailing lists and wine club membership lists, inventions, processes, specifications, formulas, ideas, work product, work-in-process, confidential information and other similar intangible assets, owned, held, or used by Seller in connection with the Business, including, without limitation, all rights of Seller in respect of the mark "Clos Pegase" (collectively, the "Intellectual Property"). The Intellectual Property shall include, without limitation, that which is set forth on Schedule I.

IN CONSIDERATION of and incorporating the foregoing Recitals, and for other good and valuable consideration, the parties hereto agree as follows:

1. Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Intellectual Property free of all liens and monetary encumbrances, the goodwill of the Business connected with the use of and symbolized by the Intellectual Property, and 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 Intellectual Property or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

2. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees and defense costs.

3. The terms of this Assignment of Tradenames and Trademarks shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment of Tradenames and Trademarks.

5. This Assignment of Tradenames and Trademarks may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

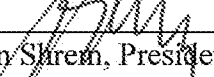
6. In case of contradiction between the provisions of this Assignment of Tradenames and Trademarks and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

(Signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Assignment of Tradenames and Trademarks as of the date first above written.

ASSIGNOR:

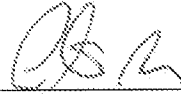
CLOS PEGASE WINERY, INC.,
a California corporation

By: 
Jan Shrem, President

(Signature page of Assignee follows)

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By: 

Pat Roney, President

SCHEDULE I TO ASSIGNMENT OF TRADENAMES AND TRADEMARKS

LIST OF INTELLECTUAL PROPERTY

Assignment of Tradenames and Trademarks

26865\3749162.3

TRADEMARK
REEL: 005102 FRAME: 0199

INTELLECTUAL PROPERTY

Trademarks

Clos Pegase Serial# 73/718243, Registration# 1587066, Registration Date March 13, 1990, Renewed March 13, 2000 and March 13, 2010

Graveyard Hill Serial# 75/836590, Registration# 2383342, Registration Date September 5, 2000, Renewed September 5, 2010

Applebone Vineyard Serial# 78/124817, Registration# 2796129, Registration Date December 16, 2003

Tenma Vineyard Serial# 77/333553, Registration# 3538314, Registration Date November 25, 2008

Dunaweal Vineyard Serial# 77/333533, Registration# 3538313, Registration Date November 25, 2008

Origami Serial# 77/953090, Registration# 3959279, Registration Date of May 10, 2011

Japanese Trademark Reg. No. 4392820 for **CLOS PEGASE with Winged Horse Design** in Int. Class 33 – expires 6/16/20; renewal must be filed between 12/17/19 and 6/16/20

Pegaso not registered, used in early 1990's and again for the 2001 vintage and used continuously since

Names

Seller has used and may continue to use some of these names in the Business. Seller makes no representation or warranty with respect to any of these names. As disclosed in Section 5.8 of the Disclosure Schedule, Seller has agreed to discontinue the use of HOME RANCH. With respect to the use of PALISADES, Seller attempted several times to obtain the trademark in various forms but was denied each time due to another prior trademark in existence. Seller discontinued the use of the name and renamed the vineyard Tenma.

ANTIPODES
ARTISAN SERIES
HOME RANCH RESERVE
HOMMAGE
MITSUKO'S VINEYARD
PALISADES VINEYARD THE CATERPILLAR
PALISADES VINEYARD THE SWEET SPOT
PEGASE CIRCLE
PORTICO
RIVERBED BLOCK

Domain Name

ClosPegase.com
Renewed June 2011; Renewal every 3 years

Fictitious Business Names

Clos Pegase
Clos Pegase Winery

Trade Secrets

Customer lists
Purchase history of customers

Software

Product	Version	# of Licenses	Comment
Adobe XI Pro		1	This is installed on Cher's Station11 PC.
AMS		7	Accounting software that uses a separate server
AMS Report Viewer	2.0.7		Use the AMS Report Viewer Version 2.0.7 CD to install on a client PC that requires it.
California Labor Law Digest	2013		California Chamber of Commerce software library.
Microsoft Publisher	2010	1	Installed on Cher's Station12 PC.
Reflection	9.0		Client application that allows the user to access the AMS database on the AMS server. Install on all PCs that require access to AMS.