

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
PBJ, LLC		01/16/2014	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	PBJ Acquisition Company, LLC
Street Address:	150 White Cottage Road South
City:	Angwin
State/Country:	CALIFORNIA
Postal Code:	94508
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4063605	GOVINO
Registration Number:	3015833	ENOVA
Registration Number:	3586708	GOVINO

CORRESPONDENCE DATA

Fax Number: 6129778650
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-977-8229
 Email: ababcock@briggs.com
 Correspondent Name: Audrey Babcock
 Address Line 1: 80 South 8th Street
 Address Line 2: 2200 IDS Center
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	41915.2
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CH \$90.00 4063605

NAME OF SUBMITTER:	Audrey J. Babcock
Signature:	/Audrey J. Babcock/
Date:	01/23/2014
Total Attachments: 9 source=PBJ#page1.tif source=PBJ#page2.tif source=PBJ#page3.tif source=PBJ#page4.tif source=PBJ#page5.tif source=PBJ#page6.tif source=PBJ#page7.tif source=PBJ#page8.tif source=PBJ#page9.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

PBJ, LLC, a Minnesota limited liability company (“**Assignor**”), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to **PBJ Acquisition Company, LLC**, a Delaware limited liability company (“**Assignee**”), its successors and assigns, any and all of its right, title and interest in and to any and all of the Intellectual Property assets that are part of the Acquired Assets that Assignor acquired pursuant to that certain Asset Purchase Agreement (“**Asset Purchase Agreement**”) entered into on December 30, 2013 by and among Assignor and By the Glass, LLC, a Nevada limited liability company, together with the goodwill associated with the use of such Intellectual Property, including, without limitation, the full right to any and all claims and causes of action with respect to any rights in the Intellectual Property, whether accruing before, on and/or after the date hereof, wherein Intellectual Property shall include all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on **Schedule 1** attached hereto. The full right to any and all claims and causes of action assigned herein includes but is not limited to all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, including but not limited to the right to collect, or otherwise recover, the proceeds from any litigation which is pending as of the date hereof.

All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement. As used herein, the following capitalized terms shall have the following definitions: “**Know-How**” shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; “**Documentation**” shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property; “**Code**” shall mean computer programming code, and shall include both Object Code and Source Code; “**Object Code**” shall mean the machine executable form of the Code; “**Source Code**” shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and “**Software**” shall mean any instructions and associated data capable of being executed, compiled, or

interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its commercially reasonable efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly execute and deliver for recording any instrument reasonably necessary to perfect or record the transfer of any of the Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon the Assignee's request at any time and from time to time, the Assignor shall execute and deliver to the Assignee such additional instruments as the Assignee deems reasonably necessary to vest the Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (c) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

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IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed effective as of January 16, 2014.


ASSIGNOR:

PBJ, LLC

By 
Name: Patrick L. Stotesbery
Its: Chief Manager

ASSIGNEE:

PBJ ACQUISITION COMPANY, LLC, a
Delaware limited liability company

By 
Name: Patrick L. Stotesbery
Its: President

[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

TRADEMARK
REEL: 005199 FRAME: 0894

**SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Application Serial No.	Filing Date	Status	Patent No.	Issue Date
WINE GLASS	USA	10/979,847	01-Nov-2004	Issued	7,273,147	25-Sep-2007
WINE GLASS	USA	11/309,159	03-Jul-2006	Issued	8,567,635	29-Oct-2013
BEVERAGE TASTING VESSEL WITH AERATING RIDGES AND AGITATING RIBS	USA	09/846,140	30-Apr-2001	Issued	6,409,374	25-Jun-2002
BEVERAGE TASTING VESSEL WITH MULTIPLE RIM PORTIONS	USA	10/135,140	30-Apr-2002	Issued	6,644,846	11-Nov-2003
WINE GLASS	USA	11/932,179	31-Oct-2007	Issued	7,886,924	15-Feb-2011
WINE GLASS	USA	14/045,587	03-Oct-2013	Pending		
COMBINED WINE GLASS AND WINE BOTTLE PACKAGE	USA	12/939,658	04-Nov-2010	Pending		
WINE GLASS	USA	13/027,013	14-Feb-2011	Pending		
WINE GLASS	USA	13/772,197	20-Feb-2013	Pending		
BUTTERFLY TRAY	USA			Unfiled		
STACKABLE GLASS	USA			Unfiled		
BEVERAGE TASTING VESSEL	USA	29/141,138	30-Apr-2001	Issued	D459,946	09-Jul-2002
WINE GLASS	USA	29/297,011	01-Nov-2007	Issued	D577,547	30-Sep-2008
CHAMPAGNE GLASS	USA	29/378,705	08-Nov-2010	Issued	D646,926	18-Oct-2011

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**TRADEMARK
REEL: 005199 FRAME: 0895**

Title	Jurisdiction	Application Serial No.	Filing Date	Status	Patent No.	Issue Date
DECANTER	USA	29/411,856	26-Jan-2012	Issued	D685,218	02-Jul-2013
BEER GLASS	USA	29/468,315	27-Sep-2013	Pending		
WINE GLASS WITH POUTED LIP	USA			Unfiled		
WINE GLASS	Australia	2004289219	01-Nov-2004	Issued	2004289219	20-May-2010
WINE GLASS	Europe	04800549.0	01-Nov-2004	Pending		
WINE GLASS	Australia	2008210914	14-Jan-2008	Pending		
WINE GLASS	Canada	2,676,924	14-Jan-2008	Pending		
WINE GLASS	Europe	08727641.6	14-Jan-2008	Pending		
COMBINED WINE GLASS AND WINE BOTTLE PACKAGE	Australia	2010326201	30-Nov-2010	Pending		
COMBINED WINE GLASS AND WINE BOTTLE PACKAGE	Europe	10834994.5	30-Nov-2010	Pending		

REGISTERED DESIGNS

Title	Jurisdiction	Application Serial No.	Filing Date	Status	Registration No.	Registration Date
WINE GLASS	Australia	11622/2008	04-Apr-2008	Registered	320505	29-Jul-2008
WINE GLASS	Europe	000915525-0001	09-Apr-2008	Registered	000915525-0001	09-Apr-2008
WINE GLASS	South Korea	30-2008-18521	01-May-2008	Registered	30-0525585	03-Apr-2009
WINE GLASS	Japan	2008-010582	24-Apr-2008	Registered	1368927	07-Aug-2009
CHAMPAGNE GLASS	Europe	001858671-0001	03-May-2011	Registered	001858671-0001	03-May-2011

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Title	Jurisdiction	Application Serial No.	Filing Date	Status	Registration No.	Registration Date
CHAMPAGNE GLASS	China	2011301075 19.7	06-May-2011	Registered	ZL201130107 519.7	21-Mar-2012
DECANTER	Europe	002077859- 0001	23-Jul-2012	Registered	002077859- 0001	23-Jul-2012
DECANTER	Canada	146612	19-Jul-2012	Registered	146612	29-Apr-2013
BEER GLASS	Canada					

TRADEMARKS

Title	Jurisdiction	Application Serial No.	Filing Date	Status	Registration No.	Registration Date
GOVINO	USA	77/338,521	28-Nov-2007	Registered	4,063,605	29-Nov-2011
ENOVA	USA	76/138,939	02-Oct-2000	Registered	3,015,833	15-Nov-2005
GOVINO	USA	77/537,004	01-Aug-2008	Registered	3,586,708	10-Mar-2009
GOVINO	Australia	1371571	12-Jul-2010	Registered	1,371,571	21-Feb-2011
GOVINO	Canada	1,488,174	09-Jul-2010	Registered	TMA836,439	15-Nov-2012
GOVINO	Europe	9238288	12-Jul-2010	Registered	9238288	30-Nov-2010
GOVINO	New Zealand	827064	12-Jul-2010	Registered	827,064	13-Jan-2011
GOVINO	China	10059875	13-Oct-2011	Registered	10059875	07-Dec-2012
GOVINO	South Africa	2011/23081	16-Sep-2011	Registered	2011/23081	28-Jun-2013
GOVINO	Taiwan	100047696	16-Sep-2011	Registered	1,517,554	16-May-2012
GOVINO	Singapore	T1114083J	07-Oct-2011	Registered	TM1114083J	07-Oct-2011
GOVINO	Japan	2013-38157	21-May-2013	Registered	5620609	4-Oct-2013

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Title	Jurisdiction	Application Serial No.	Filing Date	Status	Registration No.	Registration Date
Govino 4-Pack Tote	USA	1-889123831	07-Feb-2013	Registered	VA 1-845-405	07-Feb-2013
GOVINO Squeeze	USA	1-962044574	23-Jul-2013	Registered	VA 1-881-142	23-Jul-2013
Wine-Cocktail Tote	USA	1-898029161	26-Feb-2013	Abandoned		

DOMAIN NAMES

DOMAIN NAME	RENEWAL DATE	STATUS
GO-VINO.COM	12/14/2014	Active
GOANYWHEREWINEGLASS.COM	05/01/2015	Active
GOVINO-ONLINE.COM	12/14/2014	Active
GOVINO.AG	08/02/2018	Active
GOVINO.AM	08/04/2014	Active
GOVINO.AT	08/02/2014	Active
GOVINO.BE	08/02/2014	Active
GOVINO.BIZ	01/07/2015	Active
GOVINO.BZ	08/02/2015	Active
GOVINO.CA	12/17/2018	Active
GOVINO.CC	08/02/2014	Active
GOVINO.COM.BR	08/05/2014	Active
GOVINO.COM.CO	08/01/2015	Active
GOVINO.COM.MX	08/02/2015	Active
GOVINO.CZ	08/03/2015	Active
GOVINO.FM	08/02/2014	Active
GOVINO.GS	08/02/2014	Active
GOVINO.IN	08/02/2014	Active
GOVINO.INFO	01/14/2015	Active
GOVINO.LA	08/02/2015	Active
GOVINO.ME	12/17/2016	Active

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**TRADEMARK
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DOMAIN NAME	RENEWAL DATE	STATUS
GOVINO.MOBI	08/02/2018	Active
GOVINO.MS	08/02/2014	Active
GOVINO.MX	08/02/2015	Active
GOVINO.NL	08/02/2014	Active
GOVINO.NU	08/02/2015	Active
GOVINO.ORG	01/14/2015	Active
GOVINO.TW	08/02/2018	Active
GOVINO.US	01/07/2015	Active
GOVINO.WS	12/17/2016	Active
GOVINOSTORE.COM	12/14/2014	Active
GOVINOWINE.BIZ	12/09/2015	Active
GOVINOWINE.INFO	12/10/2015	Active
GOVINOWINE.ORG	12/10/2015	Active
GOVINOWINE.US	12/09/2015	Active
NETSIPS.COM	05/21/2015	Active
SHATTERPROOFGOVINO.COM	10/08/2014	Active
SHATTERPROOFGOVINO.NET	10/08/2014	Active
CHEERS2GOVINO.COM	09/04/2014	Active
GOBEERO.COM	06/01/2014	Active
GOGOVINOWINE.COM	02/26/2015	Active
GOKIDDO.COM	09/04/2014	Active
GOKIDDOO.COM	07/25/2014	Active
GOKIDOO.COM	07/25/2014	Active
GOVINO-MAIL.COM	06/20/2014	Active
GOVINO.CO	03/26/2015	Active
GOVINO.NET	06/02/2014	Active
GOVINOASIA.COM	02/06/2015	Active
GOVINOGLASS.COM	03/29/2015	Active
GOVINOWINE.COM	11/26/2015	Active
GOVINOWINE.NET	04/30/2015	Active
GOVINOWINEGLASS.COM	07/06/2014	Active

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DOMAIN NAME	RENEWAL DATE	STATUS
GOVINOWINEMAIL.COM	06/22/2014	Active
RESORTSERIES.COM	05/08/2014	Active
SWIRLEEZE.COM	09/04/2014	Active
VAVINOWINE.COM	09/24/2014	Active
GOVINOUSA.COM		Active
GOVINONAPAVALLEY.COM		Active

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