

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephen Vincent Wines, Inc.		04/14/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wine Hooligans LLC		
Street Address:	2170 Vineyard Road		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94947		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3475026	STEPHEN VINCENT	
Registration Number:	3475027	STEPHEN VINCENT CRIMSON	
Registration Number:	3475029	ROBERT GOYETTE	
CORRESPONDENCE DATA			
Fax Number:	7075264707		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(707) 526-4200		
Email:	jmbehmke@cmprlaw.com		
Correspondent Name:	Jay M. Behmke		
Address Line 1:	100 B Street, Suite 400		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
NAME OF SUBMITTER:	Jay M. Behmke		
SIGNATURE:	/jmb-163603/		
DATE SIGNED:	04/17/2014		
Total Attachments: 3			
source=00317561#page1.tif			
source=00317561#page2.tif			
source=00317561#page3.tif			

OP \$90.00 3475026

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of April 14, 2014 (the “**Effective Date**”), by and between Stephen Vincent Wines, Inc., a California corporation (“**Assignor**”) and Wine Hooligans LLC, a California limited liability company (“**Assignee**”) (Assignor and Assignee are sometimes collectively referred to herein as the “**Parties**”).

RECITALS

A. Assignor is the owner of the trademarks identified on Schedule 1 (collectively, the “**Trademarks**”) as well as the trade names, domain names, customer lists, supplier lists, trade dress, label and packaging design, websites, and distributorship and sales representative agreements identified on Schedule 1 (the aforementioned items, collectively with the Trademarks, the “**IP Assets**”).

B. Reference is made to that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of January 1, 2014 (the “**Asset Purchase Agreement**”), pursuant to which Assignee is acquiring from Assignor all rights, title, and interest in the IP Assets, and the Parties seek to file and record this Assignment in connection therewith.

C. Capitalized terms used but not defined herein shall have the meanings given them in the Asset Purchase Agreement.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably assigns, grants, conveys and transfers to Assignee all of Assignor’s rights, title and interest in the Trademarks and all other IP Assets, (including, but not limited to, the goodwill of the Assignor’s business connected with the use of and symbolized by the Trademarks, and all registration rights with respect to the Trademarks), free of all liens and monetary encumbrances, 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 Trademarks or injury to said goodwill, together with the right to sue and recover for the same in the name of Assignor or otherwise.

2. In the event that 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 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 do the following at Assignee’s cost and expense: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment.

5. This Assignment 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 Trademark Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail. All other terms and conditions not provided for herein shall be controlled by the Asset Purchase Agreement.

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

Stephen Vincent Wines, Inc.
a California corporation

By: Robert J. Boyette
Name: Robert J. Boyette
Its: President

7 - 4th Street, #59
Petaluma, CA 94952

ASSIGNEE:

Wine Hooligans LLC,
a California limited liability company

By: Dennis Carroll
Name: Dennis Carroll
Its: Manager

Address:

2170 Vineyard Road
Novato, CA 94947

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

A. Trademarks:

- **STEPHEN VINCENT** - USPTO Registration No. 3,475,026, in International Class 033 for Wines.
- **STEPHEN VINCENT CRIMSON** - USPTO Registration No. 3,475,027, in International Class 033 for Wines.
- **ROBERT GOYETTE** - USPTO Registration No. 3,475,029 in International Class 033 for Wines.

B. Trade Names:

- Stephen Vincent
- Stephen Vincent Wines
- Goyette
- Goyette Wines
- Robert Goyette

C. All of the following that were owned by Seller as of the Closing Date and that Seller, immediately prior to the Closing Date, had been using solely on or in connection with the sale of products bearing the Trademarks:

- Customer lists, both trade and consumer
- Supplier lists and prices paid
- Trade dress and promotional materials
- Label and packaging design
- Domain names and websites at the following internet addresses:
www.stephenvincentwines.com
www.robertgoyettewinery.com
- Distributorship and sales representative agreements