

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308976

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the improperly filed and recorded assignment previously recorded on Reel 005210 Frame 0352. Assignor(s) hereby confirms the assignment of entire interest.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vinigma LLC		05/21/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	govino, LLC		
<b>Street Address:</b>	1234 Adams Street		
<b>City:</b>	St. Helena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94574		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3586708	GOVINO	
<b>Registration Number:</b>	4063605	GOVINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8185746026		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	818-584-6460		
<b>Email:</b>	scott@lawlb.com		
<b>Correspondent Name:</b>	Scott M. Lowry		
<b>Address Line 1:</b>	23632 Calabasas Rd., Ste. 201		
<b>Address Line 4:</b>	Calabasas, CALIFORNIA 91302		
<b>ATTORNEY DOCKET NUMBER:</b>	GOVINO-51416; GOVINO-5043		
<b>NAME OF SUBMITTER:</b>	Scott M. Lowry		
<b>SIGNATURE:</b>	/Scott M. Lowry/		
<b>DATE SIGNED:</b>	06/27/2014		
<b>Total Attachments: 42</b>			
source=51416_Declaration#page1.tif			
source=51416_Declaration#page2.tif			

OP \$65.00 3586708

source=51416\_Declaration#page3.tif  
source=51416\_Declaration#page4.tif  
source=51416\_Declaration#page5.tif  
source=51416\_Declaration#page6.tif  
source=51416\_Declaration#page7.tif  
source=51416\_Declaration#page8.tif  
source=51416\_Declaration#page9.tif  
source=51416\_Declaration#page10.tif  
source=51416\_Declaration#page11.tif  
source=51416\_Declaration#page12.tif  
source=51416\_Declaration#page13.tif  
source=51416\_Declaration#page14.tif  
source=51416\_Declaration#page15.tif  
source=51416\_Declaration#page16.tif  
source=51416\_Declaration#page17.tif  
source=51416\_Declaration#page18.tif  
source=51416\_Declaration#page19.tif  
source=51416\_Declaration#page20.tif  
source=51416\_Declaration#page21.tif  
source=51416\_Declaration#page22.tif  
source=51416\_Declaration#page23.tif  
source=51416\_Declaration#page24.tif  
source=51416\_Declaration#page25.tif  
source=51416\_Declaration#page26.tif  
source=51416\_Declaration#page27.tif  
source=51416\_Declaration#page28.tif  
source=51416\_Declaration#page29.tif  
source=51416\_Declaration#page30.tif  
source=51416\_Declaration#page31.tif  
source=51416\_Declaration#page32.tif  
source=51416\_Declaration#page33.tif  
source=51416\_Declaration#page34.tif  
source=51416\_Declaration#page35.tif  
source=51416\_Declaration#page36.tif  
source=51416\_Declaration#page37.tif  
source=51416\_Declaration#page38.tif  
source=51416\_Declaration#page39.tif  
source=51416\_Declaration#page40.tif  
source=51416\_Declaration#page41.tif  
source=51416\_Declaration#page42.tif

DECLARATION re ASSIGNMENT IMPROPERLY FILED AND RECORDED  
AGAINST TRADEMARK REGISTRATION UNDER TMEP 503.06(c)

I, Joseph Perrulli, declare as follows:


1. I am the sole member of Vinigma LLC, a California limited liability company.
2. Govino, LLC is the owner of the entire right, title and interest in and to U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 by way of name change from PBJ Acquisition Company, LLC on January 17, 2014, and recorded February 6, 2014 at the United States Patent and Trademark Office ("USPTO") under Reel/Frame: 5210/0352. A true and exact copy of this Name Change is attached as Exhibit A.
3. PBJ Acquisition Company, LLC acquired ownership of the entire right, title and interest in and to U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 by way of assignment from PBJ, LLC on January 16, 2014, and recorded January 23, 2014 at the USPTO under Reel/Frame: 5199/0890. A true and exact copy of this Assignment is attached as Exhibit B.
4. PBJ, LLC acquired its assigned ownership of the entire right, title and interest in and to U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 by way of assignment from the original owner By The Glass, LLC on January 16, 2014, and recorded January 23, 2014 at the USPTO under Reel/Frame: 5199/0901. A true and exact copy of this Assignment is attached as Exhibit C.
5. Vinigma LLC erroneously included U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 in an assignment to PBJ Acquisition Company, LLC dated January 16, 2014, and recorded at the USPTO on January 23, 2014 under Reel/Frame: 5199/0913 ("Vinigma Assignment"). A true and exact copy of the Vinigma Assignment is attached as Exhibit D.
6. The Vinigma Assignment was executed on the mistaken belief that ownership rights in U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 were transferred to Vinigma LLC as part of the transfer of my personal ownership interest in By The Glass, LLC to Vinigma LLC.

7. Therefore, I am submitting this Declaration as the sole member of Vinigma LLC to make clear that the true chain of title for U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 should not be considered altered by the incorrect and erroneous Vinigma Assignment recorded at the USPTO on January 23, 2014 under Reel/Frame: 5199/0913. Accordingly, the owner of the entire right, title and interest in and to U.S. Trademark Registration Nos. 3,586,708 and 4,063,605 is govino, LLC.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that all these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any resulting registration thereon.

Vinigma LLC

By:

  
\_\_\_\_\_  
Joseph Perrulli, Sole Member

Date: May 21, 2014

# Exhibit A

900279486 02/06/2014

TRADEMARK ASSIGNMENT
----------------------

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
PBJ Acquisition Company, LLC		01/17/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
Name:	govino, LLC		
Street Address:	1250 Church St., Suite F		
City:	St. Helena		
State/Country:	CALIFORNIA		
Postal Code:	94574		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	4063605	GOVINO	
Registration Number:	3015833	ENOVA	
Registration Number:	3586708	GOVINO	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8185746026		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	818-584-6460		
Email:	Scott@LawLB.com		
Correspondent Name:	Scott M. Lowry		
Address Line 1:	23632 Calabasas Rd., Ste. 201		
Address Line 4:	Calabasas, CALIFORNIA 91302		
ATTORNEY DOCKET NUMBER:	GOVINO-54447		
NAME OF SUBMITTER:	Scott M. Lowry		

OP \$90.00 4063605

900279486

**TRADEMARK**  
**REEL: 005310 FRAME: 0862**

# Exhibit A

Signature:	/Scott M. Lowry/
Date:	02/06/2014
Total Attachments: 2 source=54447_Name_Change (PBJ to govino)#page1.tif source=54447_Name_Change (PBJ to govino)#page2.tif	

# Delaware

PAGE 1

*The First State*

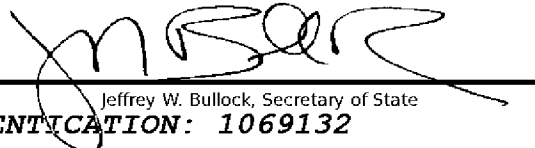
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PBJ ACQUISITION COMPANY, LLC", CHANGING ITS NAME FROM "PBJ ACQUISITION COMPANY, LLC" TO "GOVINO, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JANUARY, A.D. 2014, AT 11:39 O'CLOCK A.M.

5394606 8100

140062167

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1069132

DATE: 01-17-14

TRADEMARK  
REEL: 005210 FRAME: 0864

**CERTIFICATE OF AMENDMENT TO  
CERTIFICATE OF FORMATION  
OF  
PBJ ACQUISITION COMPANY, LLC**


The undersigned, being duly authorized to execute this Certificate of Amendment to Certificate of Formation, for the purpose of amending the company's Certificate of Formation, does hereby certify that:

1. **Name.** The name of the limited liability company prior to filing this amendment is PBJ Acquisition Company, LLC.

2. **Amendment.** Section 1 of the company's Certificate of Formation is amended in its entirety to provide as follows:

"**Name.** The name of the limited liability company shall be govino, LLC."

**IN WITNESS WHEREOF**, the undersigned has caused this Certificate of Amendment to be duly executed as of this 17<sup>th</sup> day of January, 2014.

  
Patrick L. Stokesbery,  
Authorized Person



TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PBJ, LLC		01/16/2014	LIMITED LIABILITY COMPANY: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PBJ Acquisition Company, LLC		
<b>Street Address:</b>	150 White Cottage Road South		
<b>City:</b>	Angwin		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94508		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4063605	GOVINO	
Registration Number:	3015833	ENOVA	
Registration Number:	3586708	GOVINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-977-8229		
<b>Email:</b>	ababcock@briggs.com		
<b>Correspondent Name:</b>	Audrey Babcock		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	41915.2		

CH \$90.00 4063605

# Exhibit B

NAME OF SUBMITTER:	Audrey J. Babcock
Signature:	/Audrey J. Babcock/
Date:	01/23/2014
<p>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</p>	

# Exhibit B

## 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 I** 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

# Exhibit B

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.

**[This space intentionally left blank; signature page follows]**

# Exhibit B

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]

# Exhibit B

## 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

Schedule 1-1

**TRADEMARK  
REEL: 005310 FRAME: 0871**

# Exhibit B

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

Schedule 1-1

**TRADEMARK**  
**REEL: 005310 FRAME: 0872**

# Exhibit B

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



# Exhibit B

## COPYRIGHTS

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

Schedule 1-1

**TRADEMARK**  
**REEL: 005310 FRAME: 0874**

# Exhibit B

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

Schedule 1-1

**TRADEMARK**  
**REEL: 005310 FRAME: 0875**

# Exhibit B

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
By The Glass, LLC		01/16/2014	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PBJ, LLC		
<b>Street Address:</b>	601 Carlson Parkway, Suite 350		
<b>City:</b>	Minnetonka		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55305		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4063605	GOVINO	
Registration Number:	3015833	ENOVA	
Registration Number:	3586708	GOVINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-977-8229		
<b>Email:</b>	ababcock@briggs.com		
<b>Correspondent Name:</b>	Audrey Babcock		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	41915.2		

CH \$90.00 4063605

# Exhibit C

NAME OF SUBMITTER:	Audrey J. Babcock
Signature:	/Audrey J. Babcock/
Date:	01/23/2014
<b>Total Attachments: 10</b> source=BTG_Assignment#page1.tif source=BTG_Assignment#page2.tif source=BTG_Assignment#page3.tif source=BTG_Assignment#page4.tif source=BTG_Assignment#page5.tif source=BTG_Assignment#page6.tif source=BTG_Assignment#page7.tif source=BTG_Assignment#page8.tif source=BTG_Assignment#page9.tif source=BTG_Assignment#page10.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

By **The Glass, LLC**, a limited liability company organized under the laws of the state of Nevada ("**Assignor**"), for good and valuable consideration paid by **PBJ, LLC**, a Minnesota limited liability company ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to 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 it may have that are part of the Acquired Assets, as such term is defined in the Asset Purchase Agreement entered into on December 30, 2013 by and among Assignor and Assignee, together with the goodwill associated with the use of such Intellectual Property (as that term is defined in Asset Purchase Agreement) with Assignor's business, 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 with respect to the Acquired Assets 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.

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.

# Exhibit C

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.

[This space intentionally left blank; signature page follows]

# Exhibit C

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

BY THE GLASS, LLC

By: Boyd Willat  
Name: Boyd Willat  
Title: President

ASSIGNEE:

PBJ, LLC, a Minnesota limited liability company

By: \_\_\_\_\_  
Name: Patrick L. Stotesbery  
Title: Chief Manager

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]



# Exhibit C

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed as of the date first set forth above.

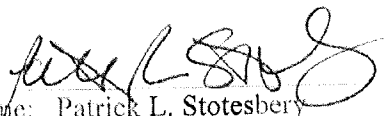
**ASSIGNOR:**

**BY THE GLASS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**PBJ, LLC, a Minnesota limited liability company**

By:  \_\_\_\_\_  
Name: Patrick L. Stotesbery  
Title: Chief Manager

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

# Exhibit C

## 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					
STACKABLE GLASS	USA					
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

Schedule I-1

**TRADEMARK  
REEL: 005310 FRAME: 0883**

# Exhibit C

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					
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
CHAMPAGNE GLASS	China	201130107519.7	06-May-2011	Registered	ZL201130107519.7	21-Mar-2012

Schedule 1-1

**TRADEMARK**  
**REEL: 005310 FRAME: 0884**

# Exhibit C

Title	Jurisdiction	Application Serial No.	Filing Date	Status	Registration No.	Registration Date
DECANTER	Europe	002077859-0001	23-Jul-2012	Registered	002077859-0001	23-Jul-2012
DECANTER	Canada	146612	19-Jul-2012	Registered	146612	29-Apr-2013

## 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

Schedule 1-1

**TRADEMARK**  
**REEL: 005310 FRAME: 0885**

# Exhibit C

## COPYRIGHTS

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					

## 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

Schedule 1-1

# Exhibit C

<b>DOMAIN NAME</b>	<b>RENEWAL DATE</b>	<b>STATUS</b>
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

Schedule 1-1

# Exhibit C

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vinigma LLC		01/16/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PBJ Acquisition Company, LLC		
<b>Street Address:</b>	150 White Cottage Road South		
<b>City:</b>	Angwin		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94508		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4063605	GOVINO	
Registration Number:	3015833	ENOVA	
Registration Number:	3586708	GOVINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-977-8229		
<b>Email:</b>	ababcock@briggs.com		
<b>Correspondent Name:</b>	Audrey Babcock		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	41915.2		

CH \$90.00 4063605



# Exhibit D

NAME OF SUBMITTER:	Audrey J. Babcock
Signature:	/Audrey J. Babcock/
Date:	01/23/2014
<b>Total Attachments: 11</b> source=Vinigma#page1.tif source=Vinigma#page2.tif source=Vinigma#page3.tif source=Vinigma#page4.tif source=Vinigma#page5.tif source=Vinigma#page6.tif source=Vinigma#page7.tif source=Vinigma#page8.tif source=Vinigma#page9.tif source=Vinigma#page10.tif source=Vinigma#page11.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Vinigma LLC, a California 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 (defined below) assets that it may have that are part of the Vinigma Asset Interest, as such term is defined in that certain Contribution Agreement (“**Contribution Agreement**”) entered into on January 16, 2014 by and among Assignor, Assignee and Joseph Perrulli, 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.

As used herein, the following capitalized terms shall have the following definitions: “**Intellectual Property**” shall mean all (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), and all improvements thereto, as well as all ideas for future business opportunities related in any way to the business of By the Glass, LLC, a Nevada limited liability company (the “**Business**”), (ii) all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof related to the Business, (iii) all trademarks, service marks, trade dress, logos and trade names related to the Business together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iv) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith related to the Business, (v) all mask works and all applications, registrations and renewals in connection therewith related to the Business, (vi) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business

# Exhibit D

and marketing plans and proposals) related to the Business, (vii) all computer software (including data and related documentation) related to the Business, (viii) all blueprints, CAD/engineering drawings, and product manuals related to the Business, (ix) all rights in internet web sites and internet domain names used by the Business, (x) all other proprietary rights related to the Business, and (xi) all copies and tangible embodiments thereof, in whatever form or medium; "**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

# Exhibit D

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.

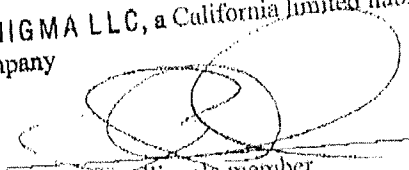
**[This space intentionally left blank; signature page follows]**

# Exhibit D

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

ASSIGNOR:

VINIGMA LLC, a California limited liability company

By  1/17/13  
Joseph Perrulli, sole member

ASSIGNEE:

PBJ ACQUISITION COMPANY, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Patrick L. Stotesbery, President

[SIGNATURE PAGE TO VINIGMA  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

# Exhibit D

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

ASSIGNOR:

VINIGMA LLC, a California limited liability company

By \_\_\_\_\_  
Joseph Perrulli, sole member

ASSIGNEE:

PBJ ACQUISITION COMPANY, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Patrick L. Stoesbery, President

[SIGNATURE PAGE TO VINIGMA  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

# Exhibit D

## 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

Schedule 1-1

**TRADEMARK  
REEL: 005310 FRAME: 0896**

# Exhibit D

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



# Exhibit D

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

# Exhibit D

## COPYRIGHTS

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

# Exhibit D

DOMAIN NAME	RENEWAL DATE	STATUS
GOVINO.ME	12/17/2016	Active
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

Schedule 1-1

**TRADEMARK**  
**REEL: 005310 FRAME: 0900**

# Exhibit D

DOMAIN NAME	RENEWAL DATE	STATUS
GOVINOWINEGLASS.COM	07/06/2014	Active
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

Schedule 1-1