

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bigvine Wines		07/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vino.Com		
Street Address:	421 Wando Park Boulevard, Suite 200		
City:	Mount Pleasant		
State/Country:	SOUTH CAROLINA		
Postal Code:	29464		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85517221	BIGVINE	
CORRESPONDENCE DATA			
Fax Number:	7072607710		
<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>			
Phone:	707-252-7607		
Email:	sara@liquidtradesolutions.com		
Correspondent Name:	Andrew Siegal		
Address Line 1:	728 First Street		
Address Line 4:	Napa, CALIFORNIA 94559		
NAME OF SUBMITTER:	Andrew Siegal		
SIGNATURE:	/ANDREWSIEGAL/		
DATE SIGNED:	07/16/2014		
Total Attachments: 15			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of July 3, 2014, is entered into by and between Liquid Trade Solutions, Inc., a California corporation ("Supplier"), Bigvine Wines LLC, a Delaware limited liability company ("Company"), and ~~Andrew Biggins, an individual residing in California~~ ("Owner"), and Vino.Com, L.L.C. d/b/s Total Beverage Solution, a Missouri limited liability company ("Buyer"). The Supplier, the Company and Owner are individually and collectively referred to herein as "Seller", and the Company, Owner, Seller and Buyer are sometimes collectively referred to as the "parties" or singularly as a "party."

WHEREAS, the Company and Owner are the owners of all rights to the "Bigvine" and "Big Vine" brands for wine, and Supplier is engaged in the business of producing, marketing and distributing Big Vine wines on behalf of the Company and Owner (the "Business"); and

WHEREAS, Seller desires to sell and transfer to Buyer all rights to the "Bigvine" and "Big Vine" brands and all related assets owned by Seller and Buyer desires to acquire such assets from Seller and Supplier upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. Sale of Assets. Seller, in consideration of the purchase price set forth below, agrees to sell, convey, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, upon the terms and subject to the conditions contained in this Agreement, all rights to the "Bigvine" and "Big Vine" brands and all associated tangible and intangible property owned by Seller and arising out of, used, useful or held for use in connection with the production, marketing, distribution and sale of Big Vine wines within and outside of the United States (the "Assets"), including without limitation:
 - (a) all right, title and interest of Seller in and to the "Bigvine" and "Big Vine" brands and all variants thereof and all associated registered and common law trademarks, trademark registrations, patents, service marks, trade names, copyrights, licenses, designs, logos, marketing and promotion materials and all intellectual property rights relating thereto and any similar rights owned, used by or licensed to Seller and any applications currently pending therefore including, but not limited to, the trademarks, trade mark registrations, pending applications to register trademarks in the United States and any license agreements listed in Schedule A attached hereto and including all rights to sue for and to receive all damages occurring from past infringement of any of the foregoing (all of the foregoing being collectively referred to herein as the "Brands");
 - (b) all inventories of wines packaged for retail sale to consumers under the Brand on hand immediately prior to Closing, complying in all respects with product specifications, codes and freshness date limits ("Products"), which inventories shall be verified prior to Closing and listed on Schedule B attached hereto, and all rights to receive refunds, rebates or credits for such inventories (the "Product Inventory");
 - (c) all rights in and to open purchase orders from customers and a list of all customers having purchased product in the last 12 months; listed on Schedule C attached hereto
 - (d) all useable point of sale and promotional materials for the Products to the extent Buyer determines that such materials are useable by Buyer in the ordinary course of the Business, and all copyrights and intellectual property rights related thereto ("POS Materials");

- (e) all confidential information (including electronic information), operational data, marketing information, sales records, customer lists and customer files including customer credit and collection information;
- (f) all telephone numbers, domain names, internet web sites and all information and data on such websites, and any historical and financial records and files which relate to the Business;
- (g) to the extent transferable, all third party warranties and indemnities, and all other rights relating to the Assets;
- (h) all goodwill related to, arising from or used in connection with the Business including, without limitation, all goodwill relating to each trademark associated with the Brands; and
- (i) any replacements thereof and additions thereto made prior to the Closing.

Seller is not selling any assets pursuant to this Agreement except as expressly set forth above. All other assets of Seller are therefore specifically excluded including, without limitation, any contractual rights or undertakings which are not specifically included above; all cash, bank accounts and marketable securities; all employee benefit plans or programs and any funds or property held in trust in connection therewith; and all tax and other refunds due Seller relating to the conduct of the Business prior to the Closing.

2. Supply Contract. Supplier agrees to supply the Products to Buyer at the prices set forth on Schedule C attached hereto, for a period of three (3) years from and after Closing (as defined in Section 3 of this Agreement). Buyer shall have the option to choose one or more other suppliers and shall not be obligated to purchase the Products from Supplier. Supplier agrees to place orders for finished Products on hand and ready for shipment from its suppliers if and to the extent requested by Buyer. Any Products shipped at Buyer's request shall be part of the Product Inventory and shall be subject to inspection by Buyer.

3. Closing. The closing of the transactions contemplated hereby (the "Closing") shall be coordinated by Buyer's attorney in Charleston, South Carolina on or before _____, 2014 or sooner by mutual agreement of the parties. The Closing may be conducted by electronic exchange of documents followed by overnight delivery of documents containing original signatures. The Closing shall be deemed to occur at 5:00 p.m. (E.S.T.) on the date of the Closing. The Assets shall be conveyed to Buyer at Closing pursuant to such bills of sale, assignments or other instruments of transfer and assignment as shall be reasonably necessary to vest title to the Assets in Buyer.

4. Inspection by Buyer. Seller hereby grants to Buyer the right to inspect and count Supplier's inventories of Products and to inspect the other assets described in Section 1 of this Agreement. Supplier shall immediately schedule with its warehouse facility a full inventory count to be conducted by Supplier and Buyer between twenty-four and forty-eight hours prior to Closing. If the results of such inspections reveal assets unacceptable to Buyer, in its sole and absolute discretion, Buyer shall have the option to exclude any such assets from the Assets to be purchased by Buyer pursuant to this Agreement. Buyer and Supplier agree to negotiate in good faith to reach agreement with respect to the assets and obligations to be transferred to Buyer pursuant to this Agreement. If the parties are unable to reach agreement with respect to such assets and obligations prior to the date specified herein for Closing, Buyer shall have the option to either terminate this Agreement by written notice to Seller, or to extend the Closing date for up to ten (10) business days.

5. Inventory Price. Supplier will prepare and deliver to Buyer current listing of the Product Inventory (all of which shall be merchantable in the ordinary course of business) with corroborating records from the warehousing facilities, promptly following execution of this Agreement. The price for the Product

Inventory shall be calculated using the unit prices specified on Schedule B. The parties shall use commercially reasonable efforts to resolve any dispute respecting the inventory pricing prior to Closing.

6. Purchase Price. The purchase price for the Assets shall be payable by Buyer to Seller as follows:

(a) Fifteen Thousand Dollars (\$15,000) at Closing by wire transfer of immediately available federal funds in United States dollars;

(b) Thirty Thousand Dollars (\$30,000) by application of Supplier trade credits at Closing;

(c) The Inventory Price determined pursuant to Section 4 of this Agreement, within thirty (30) days after Closing; and

(d) Two Dollars (\$2.00) per each nine liter case of Products depleted during the first year following the Closing and One Dollar (\$1.00) per each nine liter case of Products depleted during the second year following the Closing ("Earn-Out Fees"). The terms "depleted" and "depletions" as used herein shall mean sales by Buyer's distributors to their retail customers as shown on monthly depletion reports prepared by Buyer's distributors. Seller shall have the right to audit the monthly depletion reports for Products submitted to Buyer by its distributors upon reasonable request. Earn-Out Fees shall be payable quarterly within thirty (30) days following the end of each calendar quarter based on depletions during the immediately preceding calendar quarter.

(e) The buyer agrees to purchase a minimum of 3,000 cases of wine per calendar for the first two years of this agreement.

(f) Payment Terms: Payment for product purchased will be 50% down upon submitting purchase order and the remaining 50% payment is net 30 days from receipt of product.

7. Taxes. Seller shall pay all taxes and fees imposed by governmental authorities for which Seller is responsible under applicable law in connection with or arising from the sale, transfer, or assignment of the Assets. Buyer shall pay all taxes and fees imposed by governmental authorities for which Buyer is responsible under applicable law in connection with or arising from the sale, transfer, or assignment of the Assets.

8. Allocation of Purchase Price. The Inventory Price shall be allocated to the Product Inventory in accordance with the unit prices set forth on Schedule D, and the balance shall be allocated to the Brands for all tax purposes, including, but not limited to, reporting pursuant to Section 1060 of the Code and in preparing and filing Internal Revenue Service Form 8594. Buyer and Seller shall notify each other promptly of, and provide the other with reasonable assistance in the event of, an examination, audit or other proceeding regarding allocations of the Purchase Price in accordance with this Agreement.

9. Representations and Warranties of Seller. To induce Buyer to enter into this Agreement and to purchase the Assets, Seller hereby represents and warrants as follows:

(a) Organization and Authority of Supplier. The Supplier is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Supplier has the requisite corporate power and authority to conduct the Business as now conducted and to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Supplier has been duly authorized by all requisite corporate action on the part of Supplier, and this Agreement constitutes a legal, valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms.

Supplier has not granted any power of attorney (revocable or irrevocable) to any person, firm or corporation for any purpose whatsoever, which is currently in effect.

(b) Organization and Authority. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by the Company has been duly authorized by all requisite organizational action on the part of the Company, and this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The Company has not granted any power of attorney (revocable or irrevocable) to any person, firm or corporation for any purpose whatsoever, which is currently in effect.

(c) No Conflicts. The execution and delivery of this Agreement by Seller and the performance of its obligations hereunder, including the sale of the Assets, neither: (i) conflicts with, violates or will result in any default or event of default under any governing corporate documents or any mortgage, indenture, agreement, instrument or other contract, or obligation to which Seller is a party or by which it is bound; nor (ii) violates any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Seller is subject. The execution and performance of this Agreement by Seller will neither require the consent of, nor any prior filing with nor notice to, any governmental authority or other entity or person, except as required pursuant to local law respecting business licenses and state professional license requirements.

(d) Judgments and Orders. There are no outstanding judgments, orders, writs or decrees of any judicial or other governmental authority which could in any way impair the obligations of Seller hereunder, including the obligation to transfer clear title to the Assets to Buyer.

(e) No Litigation. There are no pending or, to the best of its knowledge, threatened claims, actions, disputes, suits, investigations or other proceedings before any court, arbitrator, mediator, agency or other governmental authority arising out of or in connection with the Business or which would in any way adversely affect the Business or the transferability, use or title to the Assets, and Seller has received no notice that it has been named in any order, judgment, decree, stipulation or consent of or with any governmental authority that affects or may affect the Business, the Assets or the transactions contemplated by this Agreement.

(f) Taxes. Seller has filed and shall file with the proper authorities all necessary Federal, state and local tax returns and reports for all periods ending on or before the Closing in connection with the Business and the sale of the Assets to Buyer hereunder. All income and other taxes accrued or asserted against Seller have been paid, or adequate reserves have been established therefore on Seller's balance sheets. Seller agrees to deliver to Buyer a certificate of tax compliance from each jurisdiction having any right to impose a lien on any of the Assets subsequent to Seller's conveyance of such Assets to Buyer, at least ten (10) business days prior to the date scheduled for Closing.

(g) Title to Assets. Seller has good and marketable title to all of the Assets and at the time of Closing, Seller shall convey to Buyer good, marketable and exclusive title to the Assets, free and clear of all liens, encumbrances, security interests, leases, pledges, charges, restrictions and claims of any nature. The Assets constitute all of the assets owned by Seller which are necessary or desirable for the operation of the Business as presently conducted. All of the Assets are in good condition and repair, consistent with their respective use and age, and conform in all material respects with applicable laws, ordinances and regulations pertaining to their ownership, maintenance and use in the Business.

(h) Licenses and Permits. Seller has all requisite licenses, permits, approvals, certificates, consents and other governmental authorizations, without unusual restrictions or limitations, necessary to enable it to own and operate the Business, all of which are, and will continue to be, in full force and effect. Seller has at all times maintained in effect all licenses and permits required by any governmental authority for the conduct of the Business, and has paid all fees, assessments and taxes as the same have become due and payable.

(i) Insurance. As of the date of this Agreement, Seller maintains adequate insurance policies covering all of its properties and the various occurrences which may arise in connection with the operation of the Business. Such insurance is of comparable amount and coverage as that which persons engaged in similar businesses would maintain in accordance with prudent business practice.

(j) Supplies and Equipment. Seller has no problem in obtaining, in a timely manner, and at market prices, any and all materials, supplies, products and equipment used in the Business, and Seller has no reason to believe that Buyer may have problems with respect to the availability of such materials, supplies, products and equipment.

(k) Proprietary Rights. Schedule A contains an accurate and complete list, and brief description of all of the United States and foreign patents, registered and common law trademarks, service marks, trade names, copyrights, licenses and similar rights associated with the Brands owned by or licensed to Seller and any applications currently pending therefore. Seller owns all intellectual property rights relating to the Brands, including all trademarks, copyrights and trade names necessary for the conduct of the Business as presently conducted; no adverse claims have been made and no dispute has arisen with respect to any of such intellectual property rights; and the use of such intellectual property in the conduct of the Business by Buyer will not subject Buyer to any infringement claim.

(l) Product Inventory. The Product Inventory will be an accurate and complete inventory of all merchantable Products on hand in Seller's warehouse facility immediately prior to Closing having a minimum remaining shelf life of three hundred sixty-five (365) days as of Closing and complying in all respects with the Supplier's product specifications, codes and freshness date limits, and all of such Products are in all material respects merchantable in the ordinary course of business in the markets currently served by Seller. Seller has not increased any of its prices for the Products during the preceding twelve (12) month period.

(m) Hazardous Waste. Seller has at all times operated the Business in full compliance with all applicable federal, state, and local environmental laws and regulations and does not store or use in the Business any solid wastes, hazardous wastes, hazardous substances, toxic chemicals, pollutants, contaminants, or other environmentally regulated substances (hereafter "*Hazardous Substances*") except products commonly used or waste commonly generated in the operation of the Business; Seller has not disposed of any Hazardous Substances in any manner that would potentially damage any properties on which Seller has conducted Business operations; and Seller has not received notice from any governmental authority that it may be responsible for contamination of the environment with Hazardous Substances or for the payment of response costs for action required by any such contamination.

(n) Material Omissions or Nondisclosure. The above representations and warranties, and all statements, certificates, schedules, documents or other information furnished or to be furnished by Seller to Buyer pursuant to this Agreement are true, correct and complete in all material respects, and neither contain nor will contain any untrue statement of a material fact, or omit nor will omit to state any material facts necessary to make the statements contained therein not misleading.

10. Covenants of Seller.

- (a) Access to Books, Records and Facilities. Immediately upon the execution of this Agreement, Buyer shall have full access to the books, records, and facilities of Seller related in any way to the Business or the Assets, customer orders, purchase orders, licenses, permits, and other proprietary rights, as may be reasonably required by Buyer to permit it to make a thorough assessment of the financial condition and operations of Seller and to verify the accuracy of the representations and warranties of Seller set forth herein. Seller shall promptly notify Buyer of any material change in the information provided to Buyer pursuant to this Agreement and shall supplement such information as reasonably necessary to preserve the accuracy thereof.
- (b) Retention of Control. Seller shall retain control of and responsibility for operation of the Business until Closing. Buyer shall have no liability for the consequences of any actions that Seller may take (or omit to take) and Buyer shall not become liable for any of the existing obligations or liabilities of Seller with respect to the Business arising after the effective date of this Agreement and prior to Closing.
- (c) Business Operations. During the period between the effective date of this Agreement and prior to the Closing, Seller shall operate the Business in the regular course, perform all of its obligations; maintain all of the Assets and the Business in good condition, repair and working order; preserve its current relationships with entities or persons having business dealings with Seller; maintain Seller's books and records in accordance with good business practices on a basis consistent with prior practice; bill for services rendered and pay accounts payable on a current basis; pay all taxes due to any governmental body on a timely basis; maintain in effect all policies of insurance relating to the Business; timely process all claims and accounts receivable; and maintain all current licenses, permits, and contracts in full force and effect.
- (d) Further Information. Seller shall during the term of this Agreement furnish to Buyer such financial, legal and other information with respect to Seller and its properties as Buyer or its authorized representatives may from time to time reasonably request.
- (e) Transition Services. Seller agrees to provide reasonable assistance and cooperation to Buyer for a period of ninety (90) days after the Closing to coordinate registration and licensing of Buyer in each jurisdiction in which the Business is conducted, issuance of new Federal label approvals to Buyer and necessary "use up" rights for old product labels, registrations reflecting the transfer and assignment of the Brands and other Assets to Buyer, transfer of records and other data to Buyer, and as otherwise necessary or desirable to effect a smooth transition of the Business operations to Buyer. Buyer shall be authorized to sell Products under Seller's resale permit until Products with Seller's labels are exhausted. Buyer shall have the right to store Product Inventory under Seller's warehousing arrangements for up to two (2) weeks following Closing until Buyer can arrange for relocation and shipping of such inventory to Buyer's facilities. The cost of such relocation and shipping shall be borne by Buyer. Buyer shall also have the right to use the uniform product codes currently used by Seller for the Products for up to one (1) year following the Closing.
- (f) Further Assurances. From time to time after the Closing, Seller agrees to deliver to Buyer further instruments of conveyance or transfer and to take such actions as are reasonably necessary or desirable to perfect or record the title of Buyer to the Assets, to assist Buyer in protecting, perfecting and enforcing the rights of Buyer in and to the Assets, to aid in the prosecution, defense or other litigation of any rights of Seller with respect to the Assets, and to consummate the transactions contemplated by this Agreement.

11. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement and to sell the Assets, Buyer hereby represents and warrants as follows:

(a) Organization and Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Missouri. Buyer has the requisite power and authority to conduct its business as now conducted and to enter into and perform its obligations under this Agreement. Buyer's execution and delivery of this Agreement have been duly authorized by all requisite action on the part of the directors and Owners of Buyer, and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(b) No Conflicts. Buyer's execution and delivery of this Agreement and performance of its obligations hereunder, including the purchase of and payment for the Assets hereunder, do not and will not conflict with, violate or result in any default under (i) any mortgage, indenture, agreement, instrument or other contract to which Buyer is a party, or (ii) any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Buyer is subject. Except as otherwise provided herein, execution and delivery of this Agreement by Buyer and performance of its obligations hereunder, do not and will not require the consent of, or any prior filing with or notice to, any governmental authority or other entity or person.

(c) Judgments and Orders. There are no outstanding judgments, orders, writs or decrees of any judicial or other governmental authority which could in any way impair Buyer's obligations hereunder.

(d) No Litigation. There are no pending or, to the best of Buyer's knowledge, threatened claims, actions, suits, investigations or other proceedings before any court, arbitrator, mediator, agency or other governmental authority involving Buyer which would in any way adversely affect the ability of Buyer to perform its obligations hereunder.

(e) Material Omissions or Nondisclosure. The above representations and warranties, and all statements, certificates, schedules, documents or other information furnished or to be furnished by Buyer to Seller pursuant to this Agreement are true, correct and complete in all material respects, and neither contain nor will contain any untrue statement of a material fact, or omit nor will omit to state any material facts necessary to make the statements contained therein not misleading.

12. Seller Conditions Precedent to Closing. The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to each of the following conditions precedent:

(a) Representations. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects.

(b) Covenants. The fulfillment by Buyer of all covenants required to be performed by Buyer, at or prior to the Closing.

13. Buyer Conditions Precedent to Closing. The obligation of Buyer to consummate the transactions contemplated by this Agreement shall be subject to each of the following conditions precedent:

(a) Representations. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects.

(b) Covenants. The fulfillment by Seller of all covenants required to be performed by Seller, at or prior to the Closing.

(c) Closing Documents. The delivery by Seller of proper documentation, in form satisfactory to Buyer, of Seller's ownership, title, authority and ability to transfer the Assets in accordance with the terms of this Agreement; and execution and delivery by Seller at the Closing of instruments of transfer and assignment

executed in favor of Buyer, with all requisite transfer taxes, paid, in proper form and sufficient to transfer the ownership of the Assets to Buyer as provided by this Agreement.

(d) Consents. Buyer shall have received all necessary consents to the transactions contemplated by this Agreement and any other permits, licenses or approvals of regulatory or administrative authorities.

(e) Certificates of Tax Compliance. Seller shall have obtained and delivered to Buyer a certificate of tax compliance from each jurisdiction having any right to impose a lien on any of the Assets subsequent to Seller's conveyance of such Assets to Buyer.

(f) Opinion of Counsel. Buyer shall have received a favorable opinion from the attorney for Seller dated as of the Closing date and confirming the Company's due organization, existence, good standing and authority to enter into this Agreement and consummate the transactions contemplated hereby, and the validity and binding effect of this Agreement and the documents to be executed and delivered by Seller at Closing.

(g) Further Assurances. Buyer shall have received such additional certificates, instruments and other documents, in form and substance satisfactory to Buyer and its counsel, as it shall have reasonably requested in connection with the transactions contemplated herein.

14. Restrictive Covenants. Seller acknowledges the legitimate interests of Buyer in preserving or establishing relationships with customers, prospective customers, referral sources, employees, agents, contractors and suppliers of the Business, and in continuing to serve customers of the Business, free from any interference by Seller. Seller hereby covenants and agrees for the benefit of Buyer, its successors and assigns, to be bound by the following restrictions ("Restrictive Covenants") for a period of three (3) years from and after the Closing:

(a) Seller shall not, directly or indirectly, as an owner, operator, member, partner, shareholder (except for investments in publicly traded securities in amounts aggregating less than five percent (5%) of the outstanding securities of any issuer), consultant, agent, joint venturer, investor, lender, guarantor, officer, director, manager, employee or in any other capacity whatsoever: (i) compete with Buyer in the operation of the Business by distributing or selling any of the Products or any products with similar labels and varieties within the United States except the sale of Products to Buyer by Supplier; (ii) induce, encourage, or attempt to induce or encourage any current customer or supplier of Buyer or the Business to curtail or cancel their business with Buyer; or (iii) use any Confidential Information (as defined below) in any manner or disclose any Confidential Information to any third party except as may be expressly authorized by Buyer.

(b) "Confidential Information" shall mean all confidential knowledge or information concerning the Business and the Assets in any form or format including, without limitation, trade secrets, intellectual property, customer lists, pricing, distribution and marketing strategies and other proprietary information. The restriction on disclosure of Confidential Information shall not apply to information that (a) is in the public domain or enters into the public domain through no fault of Seller, or (b) Seller is required by law or legal process to disclose, however the Seller shall notify Buyer before making any required disclosure. If any Confidential Information is entitled to protection as a Trade Secret under applicable law, it shall have protection from disclosure in a manner consistent with such law and nothing in this Agreement is intended to supersede the rights therein.

(c) Seller agrees that the Restrictive Covenants are: (i) reasonable, fair and equitable in scope, terms and duration, and will not in any way deprive Seller of the ability to earn a livelihood, (ii) necessary to protect the legitimate business interests of Buyer, (iii) consistent with sound public policy, and (iv) a material inducement to Buyer to enter into this Agreement and to purchase Products from Supplier.

(d) Seller acknowledges and agrees that any breach or threatened breach of the Restrictive Covenants will cause Buyer substantial and irreparable harm for which there is no adequate remedy at law. Seller agrees that Buyer shall be entitled to injunctive relief in any court of competent jurisdiction without the posting of any bond or other security or being required to demonstrate the insufficiency of monetary damages to enjoin the breach of any of the Restrictive Covenants. Seller waives any defense to enforcement of the Restrictive Covenants on the grounds that any of the Restrictive Covenants are not valid or that the Restrictive Covenants are not reasonable.

(e) Seller agrees that any proceeds or revenues which Seller or Seller's agents, employees or affiliates may receive as a result of any breach of the Restrictive Covenants shall be deemed to have been received on behalf of Buyer, shall be held in trust for Buyer and shall be promptly paid over to Buyer. Nothing contained herein shall reduce, invalidate or waive any other rights or remedies which Buyer may have at law or in equity.

(f) The parties further covenant and agree that if any of the Restrictive Covenants shall be declared by a court of competent jurisdiction to exceed the maximum time period or geographic limits deemed reasonable and enforceable, the parties shall request that such court set the time period and/or geographic limits it deems to be reasonable and enforceable, which shall become the maximum time period and/or geographic limits applicable to the Restrictive Covenants.

15. Indemnity by Seller. Seller does hereby covenant and agree to indemnify, defend and hold harmless Buyer, its employees, agents, officers, directors and affiliates, from and against any claims, demands, suits, actions, damages, expenses, including but not limited to reasonable attorney's fees, and liabilities of any nature, arising out of any of the following:

(a) Representations/Covenants. The inaccuracy of any representation, breach of any warranty or default in the performance of any covenant on the part of Seller contained in this Agreement or any document or instrument delivered by Seller pursuant to this Agreement; or

(b) Prior to Closing. Resulting from or relating to the conduct of the Business by Seller or the ownership, possession or use of the Assets prior to Closing; or

(c) Product Returns. Resulting from Buyer's replacement of any products sold or distributed by Seller prior to Closing in response to a request by any distributor of such products, irrespective of whether the need to replace such products arises out of a default or alleged default on the part of Seller in the faithful performance of all of the terms, covenants and conditions contained in any agreement between Seller and the distributor making the request.

(d) Right to Offset. If a claim for indemnification pursuant to this Agreement is made by Buyer and not promptly paid by Seller, Buyer may give Seller notice of its intent to offset the amount of the claim against payments due Seller pursuant to this Agreement (an "Offset Notice"). Seller shall have thirty (30) days following delivery of an Offset Notice to dispute the claim, pay the claim or cure the condition for which the claim has been submitted. If Seller fails to pay the claim, cure the condition or dispute the claim within such thirty (30) day period, the claim shall conclusively be deemed a liability of Seller, and the amount of the claim may be deducted from payments due Seller pursuant to this Agreement. If Seller disputes the claim, Seller shall provide written notice to Buyer setting forth in detail the nature of the dispute and the facts upon which Seller is relying as a basis for such dispute. If the parties are unable to resolve the dispute within thirty (30) days following Buyer's receipt of notice thereof from Seller, then Buyer may, in its discretion, institute an action at law for a judicial determination of any amounts owed to Buyer by Seller pursuant to this Agreement. If it is finally determined that amounts are in fact owed by Seller to

Buyer, then Buyer may offset such amounts against payments due Seller pursuant to this Agreement (a "Judicial Offset"). A Judicial Offset shall not constitute a default by Buyer pursuant to this Agreement.

16. Indemnity by Buyer. Buyer does hereby covenant and agree to indemnify, defend and hold harmless Seller, its employees, agents, officers, directors and affiliates from and against any claims, demands, suits, actions, damages, expenses, including but not limited to reasonable attorney's fees, and liabilities of any nature, arising out of any of the following:

(a) Representations/Covenants. The inaccuracy of any representation, breach of any warranty or default in the performance of any covenant on the part of Buyer contained in this Agreement or any document or instrument delivered by Buyer pursuant to this Agreement; or

(b) After the Closing. Resulting from or relating to the ownership, possession or use of the Assets after the Closing.

17. Notice and Related Matters.

(a) If any action, suit or other proceeding is commenced, or any claim or demand is asserted, relating to or in respect of which a party ("Indemnitee") demands indemnification pursuant to this Agreement (each a "Claim"), Indemnitee shall with reasonable promptness notify the party from which such indemnification is demanded ("Indemnitor") of such Claim. Indemnitee's failure to give such notice to Indemnitor shall not relieve Indemnitor from any of its obligations under this Agreement, except to the extent such failure materially and substantially prejudices the defense of the action or proceeding by Indemnitor.

(b) Indemnitor shall assume and control the defense of any Claim for which Indemnitee is entitled to defense under this Section, with counsel selected by Indemnitor and approved by Indemnitee, which approval shall not be unreasonably withheld.

(c) The parties shall reasonably cooperate in any defense, compromise or settlement of any Claim, including by making available to counsel defending such Claim all pertinent information reasonably available under its control. Indemnitor shall not compromise or settle any Claim without Indemnitee's prior written consent, which consent Indemnitee shall not unreasonably withhold, and Indemnitor shall not be liable for any settlement by Indemnitee of any Claim, unless Indemnitee obtains Indemnitor's consent, which consent Indemnitor shall not unreasonably withhold.

18. Confidentiality. The terms of this Agreement and any information not previously disclosed to the public furnished by one party to another in connection with the transactions contemplated hereby shall not be disclosed to any person other than each party's respective attorneys, accountants, consultants and financial advisors having a need to know such information. These confidentiality provisions shall survive the Closing. In the event that the transactions contemplated by this Agreement are not consummated, any written information including all copies, shall be returned to the party which provided it and neither party shall at any time thereafter disclose to third parties, or use, directly or indirectly, for its own benefit, any such information.

19. Public Announcements. The parties agree that, prior to the Closing, any and all public announcements or other public communications concerning this Agreement and the conveyance of the Assets shall be subject to the written approval of each party, which approval shall not be unreasonably withheld.

20. Sharing of Data. Seller shall have the right for a period of three (3) years following Closing to reasonable access to such books, records, and accounts, correspondence and other similar information as

are transferred to Buyer pursuant to the terms of this Agreement for the limited purposes of concluding Seller's involvement in the Business prior to Closing and for complying with applicable securities, tax, employment or other laws and regulations.

21. Fees and Expenses. Each of the parties shall bear their own expenses in connection with the negotiation of this Agreement, the satisfaction of the conditions precedent and the consummation of the transactions contemplated hereby, including without limitation the fees and expenses of their respective attorneys, accountants and consultants, unless the transactions are not consummated due to the default of one party, in which case Section 20 shall apply. Notwithstanding the foregoing, Seller shall bear the expense of any transfer tax and documentary stamps imposed upon the sale, assignment and delivery of the Assets to Buyer.

22. Default. If any party shall fail to perform any covenant or breach any representation or warranty set forth in this Agreement, prior to the Closing, and such breach is not cured within ten (10) days following written notice of the default, the other party may elect to terminate this Agreement. If this Agreement is terminated prior to Closing due to a default by one party, the parties agree that in lieu of any other right or remedy, the defaulting party shall pay all costs and expenses incurred or contracted by the other party in an effort to effectuate the transaction contemplated hereby (whether pursuant to this Agreement or otherwise), including, without limitation, any attorney, accountant or consultant fees, appraisals, surveys, inspections, search reports, and title examination fees. Upon payment in full of such costs, each party shall execute a written release of the other, in form and content reasonably satisfactory to each party. In the event that such a default shall occur after the Closing, the parties may pursue any remedies available at law or in equity.

23. Attorneys' Fees. In the event that any party hereto shall bring an action to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court of appropriate jurisdiction, including, but not limited to, attorney's fees and court costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts.

24. No Brokers. The parties each represent and warrant that no broker or finder has been involved or engaged in connection with the transactions contemplated herein.

25. Further Assurances. After closing, each party agrees, at the reasonable request of the other and without further cost or expense to the other, to prepare, execute and deliver to the other further instruments of conveyance or transfer, and to take such other actions as may be necessary or desirable to consummate the transactions contemplated by this Agreement.

26. Assignment. No party shall have the right to transfer, assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. The transfer of a controlling interest in any party shall be deemed to be an assignment of this Agreement.

27. Entire Agreement. This Agreement (including any attachments and any documents incorporated herein by reference) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this Agreement shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought.

28. Waiver Limitation. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy. Except as expressly

provided herein to the contrary, the rights, powers and remedies herein are cumulative rather than exclusive and may be exercised concurrently or consecutively in any order.

29. Nature and Survival of Terms. All representations, warranties, and covenants of the parties set forth in this Agreement or in any document delivered in connection herewith, shall survive the closing of the transactions contemplated hereby, notwithstanding any investigation made by any party hereto. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim, whether or not liquidated, which accrued prior to the date of such modification, waiver, termination, rescission, discharge or cancellation, and no waiver of any provisions of, or default under, this Agreement shall affect the right of any party thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

30. No Agency or Partnership. The parties shall not for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by virtue of this Agreement or for purposes hereof, despite any agreement or transfer of ownership provided for herein. Neither party shall be responsible for or otherwise required to police or regulate any activities or conduct of the other or any of their employees, officers, agents or contractors.

31. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and directed to a party at its address as set forth below. Any party may designate a new address by written notice to the other parties. All notices shall be effective and deemed delivered: (i) upon transmission when sent on a business day prior to 5:00PM via facsimile with written confirmation of successful transmission, provided such notice is also sent postage prepaid by United States registered or certified mail, return receipt requested; or (ii) upon deposit with the carrier when sent via an overnight delivery or courier service providing written confirmation of delivery. Notice by other methods, such as by e-mail transmission, shall be valid only if receipt is acknowledged in writing by the receiving party. Each party agrees that its attorney shall be authorized to deliver notices on its behalf, and each party agrees to accept notice from the other party's attorney in the same manner as if the other party had given such notice.

If to Seller:

Andrew Siegal, President
Liquid Trade Solutions, Inc.
728 First Street
Napa, CA 94559
Facsimile: 707-260-7710

If to Buyer:

David J. Pardus, President
Total Beverage Solution
421 Wando Park Boulevard, Suite 200
Mount Pleasant, SC 29464
Facsimile: (843) 881-1468

32. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

33. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their heirs, successors and permitted assigns.


34. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina and the parties hereto specifically agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Agreement shall lie in Charleston County, South Carolina.

35. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties intend that facsimile and scanned signatures shall constitute original signatures and that a facsimile or scanned copy of this Agreement or any document to be executed and delivered pursuant to this Agreement, containing the signature of each party shall be binding upon the parties hereto. Notwithstanding the foregoing, the parties agree to exchange documents containing original signatures promptly following execution.

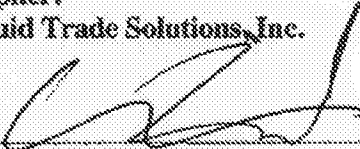
36. Signature by Representatives. Any individual executing this Agreement on behalf of a corporation, limited liability company, partnership, limited partnership, trust, estate or in any other representative capacity: (i) represents and warrants that he or she has been duly authorized to execute and deliver this Agreement as a representative of the party for whom such individual is acting, and that such party has the power and authority to enter into and perform its obligations pursuant to this Agreement; and (ii) agrees to deliver to the other party or parties, upon request, appropriate evidence of the existence, power and authority of the party for whom such individual is acting.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their authorized representatives to execute, this Agreement at Charleston, South Carolina as of the date first above written.


**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

 GH

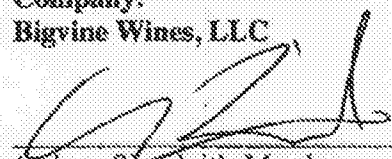
Witness as to the Supplier

Supplier:
Liquid Trade Solutions, Inc.
By:  (SEAL)

Andrew Siegal, President

 GH

Witness as to the Company

Company:
Bigvine Wines, LLC
 (SEAL)

Andrew Siegal, it's Member

Witness as to the Owner

Owner:

(SEAL)
Andrew Siegal, individually

Witness as to Buyer

Vino.Com, L.L.C. d/b/a
Total Beverage Solution
By: _____ (SEAL)
David J. Pardus, President and
Chief Executive Officer

SCHEDULE A

TRADEMARKS & LICENSES

TRADEMARKS

Trademarks	Serial #	Registration #
Bigvine	85517221	4198018
Bigvine	77168426	3509414

LICENSES



SCHEDULE B

Inventory on Hand at close

<u>Napa Chardonnay 2012-</u>	<u>12/750ml</u>	<u>-0-</u>
<u>Napa Cabernet Sauvignon 2012-</u>	<u>12/750ml</u>	<u>-0-</u>
<u>Zinfandel -2011</u>	<u>12/750ml</u>	<u>-408-</u>

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