

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canopy Management, LLC		07/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Canopy Licensing, LLC		07/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	85461885	BIG SISTER
Registration Number:	3796566	CANOPY MANAGEMENT
Serial Number:	85219808	COWGIRL SISTERHOOD
Registration Number:	3624266	DEEP PURPLE
Registration Number:	3680665	
Serial Number:	85788199	DRAGON SLAYER
Registration Number:	3636276	GOOD DAUGHTER
Registration Number:	3857410	HAUTE RED
Serial Number:	77555367	HAUTE TOMATO
Registration Number:	4016115	HELP A SISTER OUT
Registration Number:	3723572	KATE & CASSIE
Serial Number:	77742485	LIONESSE
Registration Number:	3464496	MIDDLE SISTER
Registration Number:	4108287	MIDDLE SISTER
Registration Number:	3934820	MONOGAMY
Serial Number:	85242665	NAPA UNDERGROUND
Serial Number:	85152143	NAPALICIOUS
Serial Number:	85720133	PINK PASSIONISTA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3538444	PRO-MIS-Q-OUS
Registration Number:	3589200	PURPLE COWBOY
Registration Number:	3884006	SLOW DANCER
Serial Number:	85569112	TOIL AND TEARS
Serial Number:	85219804	WHITE HAUTE
Registration Number:	4173120	WINE CHAT TV
Registration Number:	4317635	WINE SISTERHOOD
Registration Number:	4172179	WINE SISTERHOOD
Registration Number:	4200113	WINE SISTERHOOD
Serial Number:	86069836	LADY LA FEMME
Serial Number:	86041622	WINES WOMEN LOVE
Serial Number:	86101792	SISTERHOOD
Serial Number:	86069830	THE GIRL AND DRAGON

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 316-847-4886
Email: angie.gregory@lrco.com
Correspondent Name: Vintage Wine Estates, Inc.
Address Line 1: 2416 E. 37th St. N.
Address Line 4: Wichita, KANSAS 67219

NAME OF SUBMITTER:	Angie Gregory
SIGNATURE:	/Angie Gregory/
DATE SIGNED:	08/04/2014

Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 1 day of July 2014 (the "Effective Date"), by and between Canopy Licensing, LLC, a California limited liability company (collectively, "Assignor") and Vintage Wine Estates, Inc., a California corporation ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

A. Assignor is the owner of the trademark THE GIRL AND DRAGON as identified on Schedule 1 (the "Trademark").

B. Reference is made to that certain Asset Purchase Agreement by and among Assignor and Assignee, dated as of March 28, 2014 (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring from Assignor all rights, title, and interest in the IP Assets, and the Parties seek to file and record this Assignment in connection therewith.

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

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

1. Effective as of the Effective Date, Assignor hereby irrevocably assigns, grants, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Trademark (including, but not limited to, the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, and all registration rights with respect to the Trademark), free of all liens and monetary encumbrances, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark, or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

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

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

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

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

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

ASSIGNOR:


CANOPY LICENSING, LLC

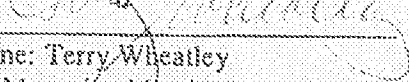
a California limited liability company

By: CANOPY MANAGEMENT, LLC

a California limited liability company

Its: Manager


By: 
Name: Brian Wurtz
Its: Managing Member

By: 
Name: Terry Wheatley
Its: Managing Member

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,

a California corporation

By: 
Pat Roney, President

SCHEDULE 1 TO ASSIGNMENT OF TRADEMARKS

LIST OF TRADEMARKS

Trademark	U.S. Serial No.	Int'l Class
THE GIRL AND DRAGON	86-069,830	033

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the 1 day of July, 2014 (the "Effective Date"), by and among (1) Canopy Management, LLC, a California limited liability company, and Canopy Licensing, LLC, a California limited liability company (collectively, "Assignor") and (2) Vintage Wine Estates, Inc., a California corporation ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

RECITALS

A. Assignor is the owner of the trademarks identified on Schedule 1 (collectively, the "Trademarks"), the domain names identified on Schedule 2 (collectively, the "Domain Names"), and the wine brands and any related brands, trade names, websites, trade dress, service marks, label designs, patterns, copyrights, drawings, technology, technical know-how, trade secrets, direct sales programs, customer lists, mailing lists and wine club membership lists, inventions, processes, specifications, formulas, ideas, work product, work-in-process, confidential information and other similar intangible assets, owned, held, or used by Assignor in connection with the Business, including but not limited to those items which are identified on Schedule 3 (the aforementioned items, collectively with the Trademarks and Domain Names, the "IP Assets").

B. Reference is made to that certain Asset Purchase Agreement by and among Assignor and Assignee, dated as of March 28, 2014 (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring from Assignor all rights, title, and interest in the IP Assets, and the Parties seek to file and record this Assignment in connection therewith.

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

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

1. Effective as of the Effective Date, Assignor hereby irrevocably assigns, grants, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Trademarks, the Domain Names, and all other IP Assets (including, but not limited to, the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks, and all registration rights with respect to the Trademarks, the Domain Names, and all other IP Assets), free of all liens and monetary encumbrances, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks, Domain Names and all other IP Assets or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

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

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

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

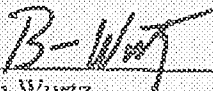
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


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

ASSIGNOR:

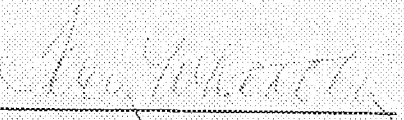
CANOPY MANAGEMENT, LLC
a California limited liability company

By: 
Name: Brian Wurtz
Its: Managing Member

By: 
Name: Terry Wheatley
Its: Managing Member


CANOPY LICENSING, LLC
a California limited liability company
By: CANOPY MANAGEMENT, LLC
a California limited liability company
Its: Manager

By: 
Name: Brian Wurtz
Its: Managing Member

By: 
Name: Terry Wheatley
Its: Managing Member

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By: 
Pat Roney, President

SCHEDULE I TO ASSIGNMENT OF TRADEMARKS

LIST OF TRADEMARKS

Trademark	U.S. Fed. Registration/Serial No.	Int'l Class
BIG SISTER	Serial No. 85-461,885	033
CANOPY MANAGEMENT	Reg. No. 3,796,566	035
COWGIRL SISTERHOOD	Serial No. 85-219,808	033
DEEP PURPLE	Reg. No. 3,624,266	033
Design (3 girls)	Reg. No. 3,680,665	033
DRAGON SLAYER	Serial No. 85-788,199	033
GOOD DAUGHTER	Reg. No. 3,636,276	033
HAUTE RED	Reg. No. 3,857,410	033
HAUTE TOMATO	Serial No. 77-555,367	033
HELP A SISTER OUT	Reg. No. 4,016,115	036
KATE & CASSIE	Reg. No. 3,723,572	033
LIONESS	Serial No. 77-742,485	033
MIDDLE SISTER	Reg. No. 3,464,496	033
MIDDLE SISTER	Reg. No. 4,108,287	033
MONOGAMY	Reg. No. 3,934,820	033
NAPA UNDERGROUND	Serial No. 85-242,665	033
NAPALICIOUS	Serial No. 85-152,143	033
PINK PASSIONISTA	Serial No. 85-720,133	033
PRO-MIS-Q-OUS	Reg. No. 3,538,444	033
PURPLE COWBOY	Reg. No. 3,589,200	033
SLOW DANCER	Reg. No. 3,884,006	033
TOIL AND TEARS	Serial No. 85-569,112	033
WHITE HAUTE	Serial No. 85-219,804	033
WINE CHAT TV	Reg. No. 4,173,120	041
WINE SISTERHOOD	Reg. No. 4,317,635	033
WINE SISTERHOOD	Reg. No. 4,172,179	041
WINE SISTERHOOD	Reg. No. 4,200,113	035, 042
LADY LA FEMME	Serial No. 86-069,836	033
WINES WOMEN LOVE	Serial No. 86-041,622	033
SISTERHOOD	Serial No. 86-101,792	033

TRADEMARK

REEL: 005335 FRAME: 0908

SCHEDULE 2 TO ASSIGNMENT OF TRADEMARKS

LIST OF DOMAIN NAMES

Domain Name
canopybrands.com
canopybrands.net
canopymanagement.net
canopywinebrands.com
canopywinebrands.net
cowgirlsisterhood.com
deppurplewines.com
gooddaughterwines.com
gooddaughterwines.net
kateandcassie.com
kateandcassiewines.com
kateandcassiewines.net
middlesistercocktails.com
middlesistercocktails.net
middlesisterwine.com
middlesisterwines.com
monogamywines.com
promisqous.com
promisqouswine.com
promisqouswines.com
purplecowboy.com
thecowgirlsisterhood.com
winesister.com
winesisterhood.com
winesisterhoodshop.com
winesisterhoodwines.com
girlanddragon.com
ladylafemme.com

SCHEDULE 3 TO ASSIGNMENT OF TRADEMARKS

LIST OF OTHER IP ASSETS

Websites at the following internet addresses:

www.canopymanagement.net
www.cowgirlsisterhood.com
www.deeppurplewines.com
www.girlsanddragon.com
www.gooddaughterwines.com
www.promisqous.com
www.ladylafemme.com
www.middlesisterwine.com
www.middlesisterwines.com
www.monogamywines.com
www.purplecowboy.com
www.winesister.com
www.winesisterhood.com
www.winesisterhoodwines.com

Trade names
Trade dress
Label designs
Direct sales programs
Customer lists
Mailing lists
Wine club membership lists