

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
360 Viansa, LLC		10/04/2013	LIMITED LIABILITY COMPANY: NEVADA
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: 7			
Property Type	Number	Word Mark	
Registration Number:	3227331	CUCINA VIANSА	
Registration Number:	1898425	IMBIANCO	
Registration Number:	2475589	OSSIDIANA	
Serial Number:	85464365	SANTERRA	
Registration Number:	1747897	THALIA	
Registration Number:	3278969	TUSCAN CLUB	
Registration Number:	2312053	VIANSА	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(316) 847-4886		
Email:	angie.gregory@lrco.com		
Correspondent Name:	Angie Gregory		
Address Line 1:	2416 E. 37th St. N.		
Address Line 4:	Wichita, KANSAS 67219		
NAME OF SUBMITTER:	Angie Gregory		
SIGNATURE:	/Angie Gregory/		
DATE SIGNED:	03/30/2015		

OP \$190.00 3227331

Total Attachments: 7

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ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADE NAMES AND TRADEMARKS (this "Assignment") is executed as of the 4th day of October, 2013 (the "Effective Date"), by and between 360 VIANSAs, LLC, a Nevada limited liability company ("Assignor"), and VINTAGE WINE ESTATES, INC., a California corporation ("Assignee").

RECITALS

A. Reference is made to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of August 9, 2013, as amended by that certain First Amendment to Asset Purchase Agreement by and between Buyer and Seller, dated as of August 23, 2013 (collectively, the "Asset Purchase Agreement"). Pursuant to the Asset Purchase Agreement, Buyer agreed to purchase and Seller agreed to sell to Buyer the Purchased Assets for a purchase price of Twelve Million Dollars (\$12,000,000), to be paid in cash, and the Buyer's agreement to assume the Assumed Liabilities.

B. In connection with the sale of the Purchased Assets to Assignee, Assignor desires to assign to Assignee all of Assignor's interest in all domestic and foreign patents, licenses, registered and unregistered trademarks, trade names, service marks, copyrights, domain names, websites, proprietary computer software, industrial designs, government approvals, permits and authorizations (and applications for any of the foregoing), fictitious business name statements, and all designs, patterns, drawings, technology, technical know-how, trade secrets, direct sales programs, customer lists and 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 Seller in connection with the Business, including, without limitation, all rights of Seller in respect to the mark "Viansa" (collectively, the "Intellectual Property"). The Intellectual Property shall include, without limitation, that which is set forth on Schedule I.

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

IN CONSIDERATION of and incorporating the foregoing Recitals, and for other good and valuable consideration, the parties hereto agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Intellectual Property free of all liens and monetary encumbrances, the goodwill of the Business connected with the use of and symbolized by the Intellectual Property, 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 Intellectual Property or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

2. In the event 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.

6. In case of contradiction between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

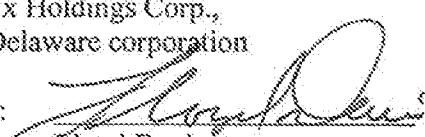
(Signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Assignment of Trade Names and Trademarks as of the date first above written.

ASSIGNOR:

360 VIANSAs, LLC,
a Nevada limited liability company

By: Brix Holdings Corp.,
a Delaware corporation

By: 
Name: Lloyd Davis
Title: President

(Signature page of Assignee follows)

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By: .....
Pat Roney, President

SCHEDULE I TO ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

LIST OF INTELLECTUAL PROPERTY

1. www.viansa.com.
2. Federal -- Basic Permit / Permit No. CA-W-15360 / Registry No. BW-CA-5374 with Authorize Trade Names and Fictitious Business Name Statements for: Clarbec Wines, Pey-Marin Vineyards and WTN Cellars (attached).
3. Wine Club Members List as of August 31, 2013 (attached).
4. Non- Members who have purchased wine as of August 31, 2013 (not attached).
5. Items set forth on the Trademark Status Chart dated as of August 15, 2013 (attached).

360 VIANSA, LLC Trademark Status
(as of 08/15/2013)

ACTIVE MARKS

Mark	Status	Country	App No	File Date	Reg No	Reg Date	Goods/Services	Due Date	Action Due	Comments
CUCINA VIANSA	Registered	U.S.	78832161	08-Mar-2006	3227331	10-Apr-2007	Class : 29 Int. snack food dips; food spreads, namely, vegetable-based, fruit-based, and cheese spreads; jams; jellies Class : 30 Int. aiolis; mustards; pestos; polenta; spice mixes; processed herbs; cooking salt; pepper spice; bread doughs; desserts, nam	10-Apr-2017	First Renewal	
IMBIANCO	Registered	U.S.	74349388	19-Jan-1993	1898425	06-Jun-1995	Class : 33 Int. wine	25-Jun-2015	Renewal	
OSSIDIANA	Registered	U.S.	76054661	23-May-2000	2475589	07-Aug-2001	Class : 33 Int. Wines	07-Aug-2021	Renewal	
SANTERRA	Allowed	U.S.	85464365	04-Nov-2011			Class : 33 Int. Wine			Statement of Use accepted. Awaiting registration certificate.
THALIA	Registered	U.S.	74213384	18-Oct-1991	1747897	19-Jan-1993	Class : 33 Int. wine	19-Jan-2023	Renewal	
TUSCAN CLUB	Registered	U.S.	77028433	24-Oct-2006	3278969	14-Aug-2007	Class : 35 Int. buying club services in the field of food and wines Class : 39 Int. travel club services	14-Aug-2017	Renewal	
VIANSA	Registered	U.S.	75677354	08-Apr-1999	2312053	25-Jan-2000	Class : 29 Int. olive oils and herb oils Class : 30 Int. vinegars, pastas, pasta sauces, pestos, aiolis, mustards, and desserts, namely, cheesecakes, cakes, tortes, and pastries Class : 33 Int. wine	25-Jan-2020	Renewal	

360 VIANSA, LLC Trademark Status
(as of 08/15/2013)

INACTIVE MARKS

Mark	Status	Country	App No	File Date	Reg No	Reg Date	Class
ALBANERO	Abandoned	U.S.	78259888	09-Jun-2003	2912794	21-Dec-2004	33 Int.
APIANO	Abandoned	U.S.	75254106	10-Mar-1997			33 Int.
APPIANO	Abandoned	U.S.	74656512	05-Apr-1995			33 Int.
ATHENA	Abandoned	U.S.	76415244	06-Jun-2002	2766417	23-Sep-2003	33 Int.
AUGUSTO	Abandoned	U.S.	76416053	06-Jun-2002	2713266	06-May-2003	33 Int.
CAL-ITAL	Abandoned	U.S.	74018069	11-Jan-1990	1777159	15-Jun-1993	16 Int.
CALITALIA	Abandoned	U.S.	78825603	28-Feb-2006	3187340	19-Dec-2006	29 Int., 30 Int.
DOLCETERRA	Abandoned	U.S.	78260057	09-Jun-2003			33 Int.
DOLCEZZA DI VIANSA	Abandoned	U.S.	78932113	05-Mar-2006			30 Int.
EVOCARE	Abandoned	U.S.	76076606	23-Jun-2000			33 Int.
FRESCOLINA	Abandoned	U.S.	76418078	07-Jun-2002	2704413	08-Apr-2003	33 Int.
IMBIANCO	Abandoned	U.S.	74349388	19-Jan-1993	1898425	06-Jun-1995	33 Int.
LA FORZA	Abandoned	U.S.	78127626	09-May-2002			33 Int.
MUSECCO	Abandoned	U.S.	74014959	28-Dec-1989	1773807	25-May-1993	33 Int.
OBSIDIAN	Abandoned	U.S.	76054938	23-May-2000			33 Int.
OBSIDIAN	Abandoned	U.S.	73825105	05-Sep-1989	1598874	29-May-1990	33 Int.
PACOMIO	Abandoned	U.S.	78235210	08-Apr-2003	2819986	02-Mar-2004	33 Int.
PARDIVA	Abandoned	U.S.	74349387	19-Jan-1993	1849551	09-Aug-1994	33 Int.
PARDIVA	Abandoned	U.S.	74014960	28-Dec-1989			33 Int.
PICCOLO TOSCANO	Abandoned	U.S.	74653707	30-Mar-1995	1968236	16-Apr-1996	33 Int.
PRINDELLO	Abandoned	U.S.	74260975	30-Mar-1992			33 Int.
PRINDELO	Abandoned	U.S.	74405976	24-Jun-1993	1831514	19-Apr-1994	33 Int.
SANTERRA	Abandoned	U.S.	75102515	10-May-1996	2069369	10-Jun-1997	33 Int.
SCARAFONI	Abandoned	U.S.	78290324	21-Aug-2003			33 Int.
TAVOLA DI VIANSA	Abandoned	U.S.	78809333	07-Feb-2006	3198514	16-Jan-2007	29 Int., 30 Int.
TUSCAN	Abandoned	U.S.	76076607	23-Jun-2000	2739197	15-Jul-2003	29 Int., 30 Int.
TUSCAN CLUB	Abandoned	U.S.	75122408	03-Jun-1996	2093861	02-Sep-1997	35 Int., 39 Int.
TUSCAN COUNTRY	Abandoned	U.S.	75170349	23-Sep-1996			29 Int., 33 Int.
V	Abandoned	U.S.	75080113	28-Mar-1996			29 Int., 30 Int., 33 Int.
VIANSA	Abandoned	U.S.	73710115	08-Feb-1988	1537589	02-May-1989	33 Int.
VITTORIA	Abandoned	U.S.	75258218	17-Mar-1997			33 Int.
VITTORIO	Abandoned	U.S.	74654944	13-Apr-1995			33 Int.

TRADEMARK

REEL: 005487 FRAME: 0427

RECORDED: 03/30/2015