

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
EBIBA, LLC		05/07/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINE HOOLIGANS LLC		
<b>Street Address:</b>	980 Airway Court, Suite F		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86358901	Z	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7075264707		
<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>	(707) 526-4200		
<b>Email:</b>	jdawson@cmprlaw.com		
<b>Correspondent Name:</b>	John B. Dawson		
<b>Address Line 1:</b>	100 B Street, Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401		
<b>NAME OF SUBMITTER:</b>	John B. Dawson		
<b>SIGNATURE:</b>	/John B. Dawson/		
<b>DATE SIGNED:</b>	05/08/2015		
<b>Total Attachments: 4</b>			
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OP \$40.00 86358901

## TRADEMARK PURCHASE AND ASSIGNMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT (this "Assignment") is made and entered into as of the date listed below (the "Effective Date"), by and between EBIBA, LLC, a California limited liability company with offices at 1568 Leah Court, Oakdale, CA 95361 ("Assignor"), and WINE HOOLIGANS LLC, a California limited liability company with offices located at 980 Airway Court, Suite F, Santa Rosa, CA 95403 ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties."

### RECITALS

A. Assignor is the owner of, and has intended to use, the trademark indicated below,



U.S. Trademark Serial No. 86-358,901, for Wines in International Class 033 (the "Trademark") in interstate commerce, and has filed an application with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, but has not yet filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act (15 USC § 1051(c) or (d)).

B. Pursuant to this Assignment, Assignor agrees to sell and assign its ownership of the Trademark to Assignee, and the Parties now wish to memorialize their agreement hereby.

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. Purchase and Assignment. In consideration of the payment of One and 00/100 Dollars (\$1.00) and other good and valuable consideration from Assignee to Assignor, Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interest in and to the Trademark in the above-identified application as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark Act (15 USC §1060), including, without limitation, the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, 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 the Trademark or injury to said goodwill, together with the right to sue or recover the same in the name of Assignor.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants that:

2.1 Organization, Standing, Authority, and Consents. Assignor has all necessary power and authority to own, use and transfer the Trademark, execute and deliver this Assignment, and to comply with the provisions hereof and to consummate the transactions contemplated hereby. Assignor is a member managed limited liability company, the only members of which are Ian Jones and James Gherlone. Assignor has the right, power, legal capacity, and authority to enter into, and perform its obligations under, this Assignment, and no approvals or consents of any persons other than Assignor are necessary in connection with it.

2.2 Title to Assets. Assignor is the legal and beneficial owner of all right, title and interest in and to the Trademark and has good and marketable title thereto. The Trademark is free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges, encumbrances, equities, claims, or restrictions.

2.3 Infringement. Assignor has no actual knowledge that the Trademark infringes any valid right of any third party.

2.4 Employment Status. Assignor's members Ian Jones and James Gherlone are or soon shall become employees of Assignee pursuant to separate agreements between each such member of Assignor and Assignee. Assignor, and each of the aforementioned members thereof, by their execution of this Assignment, acknowledge and agree that in the event any member of Assignor ceases to be employed by Assignee, neither Assignor nor any of its members shall regain any rights in the Trademark. The aforesaid members further agree and acknowledge that this Assignment is separate and independent from their offers of employment with Assignee and this Assignment is not a condition to their employment with Assignee, nor is their employment a condition to this Assignment.

2.5 Assignee's Ownership and Use of the Trademark. Assignor acknowledges and agrees that upon the sale and assignment of the Trademark to Assignee, the Trademark shall become the sole property of Assignee, and that Assignee shall not be obligated to use the Trademark, renew the Trademark, or otherwise maintain the registration of the Trademark. Assignor further acknowledges and agrees that it shall not be entitled to any additional compensation based upon Assignee's exploitation of the Trademark, including, but not limited to, Assignee's sale or license of the Trademark, or Assignee's use and/or registration of the Trademark in connection with goods or services other than wine.

3. Successors and Assigns. 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.

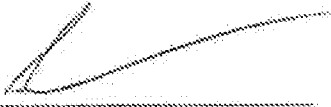
4. Miscellaneous. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This

Assignment shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of California.

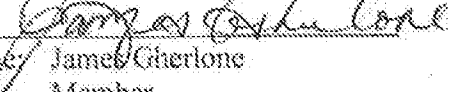
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date written below.

**ASSIGNOR:**

EBIBA, LLC

By:   
Name: Ian Jones  
Its: Member

Dated: 5/7, 2015

By:   
Name: James Gherlone  
Its: Member

Dated: 5/7, 2015

**ASSIGNEE:**

WINE HOOLIGANS LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: Dennis Carroll  
Its: Manager

Dated: \_\_\_\_\_, 2015

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Assignment shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of California.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date written below.

**ASSIGNOR:**

EBIBA, LLC

By: \_\_\_\_\_  
Name: Ian Jones  
Its: Member


Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Name: James Gherlone  
Its: Member

Dated: \_\_\_\_\_, 2015

**ASSIGNEE:**

WINE HOOLIGANS LLC,  
a California limited liability company

By:  \_\_\_\_\_  
Name: Dennis Carroll  
Its: Manager

Dated: \_\_\_\_\_, 2015