

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swanson Vineyards and Winery		08/31/2015	CORPORATION: 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: 11			
Property Type	Number	Word Mark	
Registration Number:	3599362	ARSENE	
Registration Number:	3385049	BON VIVANT CLUB	
Registration Number:	2968138	CREPUSCULE	
Registration Number:	1757123	CYGNET	
Registration Number:	2698643	DECADENCE WITH A WINK	
Registration Number:	4106333	INSTANT NAPA	
Registration Number:	3402683	MINUIT BLACK MUSCAT	
Registration Number:	3621159	PETIT MORCEAU	
Registration Number:	1666901	SWANSON	
Registration Number:	3972490	SWANSON SIP SHOPPE	
Registration Number:	3677157	TARDIF	
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@lrico.com		
Correspondent Name:	Angie Gregory		
Address Line 1:	2416 E. 37th St. N.		

OP \$290.00 3599362

Address Line 4: Wichita, KANSAS 67219

NAME OF SUBMITTER: Angie Gregory

SIGNATURE: /angie gregory/

DATE SIGNED: 11/06/2015

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 31, 2015 (the "Effective Date"), by and between Swanson Vineyards and Winery, a California corporation ("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 trademarks identified on Schedule 1 (collectively, the "Trademarks"), the domain names identified on Schedule 2 (collectively, the "Domain Names"), and certain related websites, trade dress, label designs, copyrights, drawings, direct sales programs, customer lists, mailing lists and wine club membership lists, and other similar intangible assets, owned, held, or used by Assignor in connection with Assignor's winery 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 and Sale Agreement by and between Assignor and Assignee, dated as of July 2015 (the "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 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.

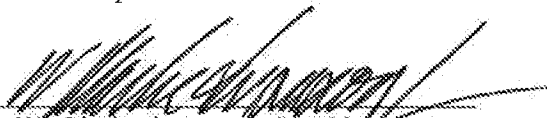
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

ASSIGNOR:

SWANSON VINEYARDS & WINERY
a California corporation

By: 
W. Clarke Swanson, President

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By: _____
Pat Roney, President

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

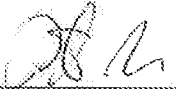
ASSIGNOR:

SWANSON VINEYARDS & WINERY
a California corporation

By: _____
W. Clarke Swanson, President

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By:  _____
Pat Roney, President

SCHEDULE 1

LIST OF TRADEMARKS

Trademark	Registration No.	USPTO or State Registration
ARSENE	3,599,362	USPTO
BON VIVANT CLUB	3,385,049	USPTO
CREPUSCULE	2,968,138	USPTO
CYGNET	1,757,123	USPTO
DECADENCE WITH A WINK	2,698,643	USPTO
INSTANT NAPA	4,106,333	USPTO
MINUIT BLACK MUSCAT & Design	3,402,683	USPTO
PETIT MORCEAU	3,621,159	USPTO
SWANSON & Design (black)	1,666,901	USPTO
SWANSON SIP SHOPPE	3,972,490	USPTO
TARDIF	3,677,157	USPTO
ALEXIS	109,302	State of California
ALEXIS	104,768	State of California

SCHEDULE 2

LIST OF DOMAIN NAMES

Domain Names
alexisnapa.com
sipshoppe.com
swansonbrands.com
swansonсалon.com
swansonsipshoppe.com
swansonvineyards.com
swansonwines.com
thesipshop.com
thesipshoppe.com

SCHEDULE 3

LIST OF OTHER IP ASSETS

Websites and content therein located at the following internet addresses:

sipshoppe.com
swansonbrands.com
swansonsalon.com
swansonsipshoppe.com
swansonvineyards.com
swansonwines.com
thesipshop.com
thesipshoppe.com

Facebook account for Swanson Vineyards – <https://www.facebook.com/SwansonWines>
Twitter account for Swanson Vineyards @swansonvineyard
Instagram account for Swanson Vineyards @swansonvineyards
Yelp account for Swanson Vineyards – <http://www.yelp.com/biz/swanson-vineyards-rutherford>
Pinterest account for Swanson Vineyards – <https://www.pinterest.com/swansonwines>
YouTube Channel for Swanson Vineyards – <https://www.youtube.com/watch?v=b3IQCKbjhsk>

Swanson Winery Wine Club customer lists
Swanson Winery Mailing Lists
Swanson Winery Direct Sales Programs

Label Design for Swanson Vineyards and Alexis branded wine, and unregistered copyrights in the “Swanson Swan Design,” as demonstrated in the labels below:



[continued on next page]

Trade dress for Swanson Vineyards and Alexis branded wine as demonstrated in photos below:

