

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369497

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Magnet Enterprises, Inc. | | 09/19/2014 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Drinks Insiders, LLC | | |
| Street Address: | 1125 E. Broadway #173 | | |
| Internal Address: | Drinks Insiders | | |
| City: | Glendale | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91205 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3241874 | WINE INSIDERS | |
| Registration Number: | 1251905 | A TASTE OF CALIFORNIA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5594332300 | | |
| <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: | 5594331300 | | |
| Email: | jared.gordon@mccormickbarstow.com | | |
| Correspondent Name: | Jared Gordon | | |
| Address Line 1: | 7647 N. Fresno St. | | |
| Address Line 2: | McCormick Barstow | | |
| Address Line 4: | Fresno, CALIFORNIA 93729-8912 | | |
| ATTORNEY DOCKET NUMBER: | 19284-00003 | | |
| NAME OF SUBMITTER: | Jared Gordon | | |
| SIGNATURE: | /Jared Gordon/ | | |
| DATE SIGNED: | 01/15/2016 | | |
| Total Attachments: 3 | | | |
| source=Wine Insiders agreement trademark assignment#page1.tif | | | |
| source=Wine Insiders agreement trademark assignment#page2.tif | | | |

OP \$65.00 3241874

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 19, 2014 (the "Effective Date") by and between Magnet Enterprises, Inc. dba Wine Insiders, an Illinois corporation ("Assignor") and Drinks Insiders, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, concurrently with the execution hereof, Assignor and Assignee are entering into that certain Asset Purchase Agreement (the "Agreement"), pursuant to which Assignor is agreeing to sell and assign, and Assignee is agreeing to purchase and acquire, the Assets (as defined in the Agreement); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to certain registered trademarks included in the Assets described on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill, free and clear of all Encumbrances (as defined in the Agreement).

Assignor hereby agrees, to the extent not inconsistent with the Agreement, to execute upon the request of Assignee such additional instruments or documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks, including all instruments and documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, and signature pages may be transmitted by facsimile, e-mail or other electronic means, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

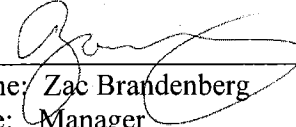
Magnet Enterprises, Inc. dba Wine Insiders
an Illinois corporation

By: _____
Name: Mark Boyle
Title: President

ASSIGNEE

Drinks Insiders, LLC
a Delaware limited liability company

By: Drinks Holdings, LLC
Title: Manager

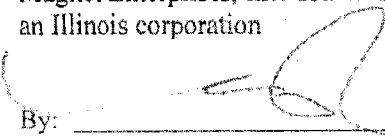
By:  _____
Name: Zac Brandenburg
Title: Manager

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

Magnet Enterprises, Inc. dba Wine Insiders
an Illinois corporation

By: 
Name: Mark Boyle
Title: President

ASSIGNEE

Drinks Insiders, LLC
a Delaware limited liability company

By: Drinks Holdings, LLC
Title: Manager

By: _____
Name: Zac Brandenburg
Title: Manager

[Signature Page to Trademark Assignment]