

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405140

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900382437 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jazmin Enterprise dba Delectus Winery | | 07/29/2016 | Partnership: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Vintage Wine Estates, Inc. | | |
| Street Address: | 205 Concourse Boulevard | | |
| City: | Santa Rosa | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95403 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4066728 | DELECTUS | |
| 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: | 7075264200 | | |
| Email: | jdawson@cmprlaw.com | | |
| Correspondent Name: | John B. Dawson | | |
| Address Line 1: | 100 B Street, Suite 400 | | |
| Address Line 4: | Santa Rosa, CALIFORNIA 95401 | | |
| ATTORNEY DOCKET NUMBER: | 2464.0011 | | |
| NAME OF SUBMITTER: | John B. Dawson | | |
| SIGNATURE: | /John B. Dawson/ | | |
| DATE SIGNED: | 11/10/2016 | | |
| Total Attachments: 7 | | | |
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TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

THIS TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made effective as of _____, 2016 (the "Effective Date"), by and among (1) Vintage Wine Estates, Inc., a California corporation ("Assignee"), and (2) Jazmin Enterprise, a California partnership ("Jazmin"), and Linda Butler ("Butler" and, together with Jazmin, "Assignor").

RECITALS

A. Reference is made to that certain Asset Purchase Agreement by and between Assignor and Assignee, dated as of _____, 2016 (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Assignee agreed to purchase and Assignor agreed to sell to Assignee the Acquired Assets.

B. In connection with the sale of the Acquired 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 "Delectus" (collectively, the "Intellectual Property"). The Intellectual Property shall include, without limitation, the items set forth on Schedule I, attached hereto and incorporated herein.

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

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

1. Assignor does hereby irrevocably transfer, convey, assign, and deliver to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property as part of the entire Business or portion thereof to which the Intellectual Property pertains as and to the extent 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 Intellectual Property, all the registration rights with respect to the Intellectual Property free and clear 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 Intellectual Property, or injury to said goodwill, together with

the right to sue or recover the same in the name of Assignor.

2. To the extent any of the Intellectual Property has not yet been used in commerce prior to the date of this Assignment, Assignor and Assignee acknowledge that the assignment of such Intellectual Property pursuant hereto is part of a transaction pursuant to which Assignee will acquire the entire Business or portion thereof to which such Intellectual Property pertains as required by Section 10 of the Trademark Act (15 USC § 1060).
3. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national copyright, patent, or trademark offices.
4. 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.
5. 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.
6. 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.
7. This Assignment shall be governed by and construed under the laws of the State of California, without regard to its principles of conflicts of laws.
8. The electronic transmission of a signed copy of this Assignment or any amendment thereto to the other party or its agent, followed by electronic acknowledgment of receipt, shall constitute delivery of such document.
9. In case of contradiction between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Trademark and Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

JAZMIN ENTERPRISE, a California partnership

By: Linda Butler
Linda Butler, Partner

Linda Butler
Linda Butler

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By: _____
Pat Roney, President

IN WITNESS WHEREOF, the parties have executed this Trademark and Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

JAZMIN ENTERPRISE, a California partnership

By:


Linda Butler, Partner

Linda Butler

ASSIGNEE:

VINTAGE WINE ESTATES, INC.,
a California corporation

By:



Pat Roney, President

SCHEDULE I TO TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

LIST OF INTELLECTUAL PROPERTY

Trademarks

| Trademark | Serial or Registration Number |
|--|-------------------------------|
| See attached Schedule 1.1.6 Delectus Trademark | |
| | |
| | |
| | |

Domain Name

www.delectuswinery.com

Fictitious Business Names

See attached Fictitious 2015

Trade Secrets

Customer lists/Mailing lists (see attached Schedule 1.1.8 DW Customer list)
Purchase history of customers (AMS has all history)

Miscellaneous

SCHEDULE 1.1.6

Trademarks and Domain Names

(SEE ATTACHED)

United States of America
United States Patent and Trademark Office

Delectus

Reg. No. 4,066,728

Registered Dec. 6, 2011

Int. Cl.: 33

TRADEMARK

PRINCIPAL REGISTER

DELECTUS WINERY (CALIFORNIA PARTNERSHIP)
908 C ENTERPRISE WAY
NAPA, CA 94558

FOR: WINE, IN CLASS 33 (U.S. CLS. 47 AND 49).

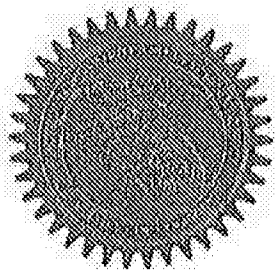
FIRST USE 3-1-1996; IN COMMERCE 3-1-1996.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE ENGLISH TRANSLATION OF "DELECTUS" IN THE MARK IS "ULTIMATE CHOICE".

SER. NO. 85-301,001, FILED 4-21-2011.

KATINA MISTER, EXAMINING ATTORNEY



David S. Kybas

Director of the United States Patent and Trademark Office