

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415313

<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>
Clara Street Company		01/19/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vintage Wine Estates, Inc.		
<b>Street Address:</b>	205 Concourse Blvd		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95403		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4487097	CAMERON HUGHES LOT	
<b>Registration Number:</b>	4514295	CAMERON HUGHES	
<b>Registration Number:</b>	4266608	LOT SERIES	
<b>Registration Number:</b>	3379265	ROCKRIDGE CELLARS	
<b>Registration Number:</b>	3363032	EVERGREEN	
<b>Registration Number:</b>	2732153	CINERGI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	316-847-4886		
<b>Email:</b>	angie.gregory@lrco.com		
<b>Correspondent Name:</b>	Angie Gregory		
<b>Address Line 1:</b>	2416 E. 37th St. N.		
<b>Address Line 4:</b>	Wichita, KANSAS 67219		
<b>NAME OF SUBMITTER:</b>	Angie Gregory		
<b>SIGNATURE:</b>	/angie gregory/		
<b>DATE SIGNED:</b>	02/08/2017		
<b>Total Attachments: 5</b>			

OP \$165.00 4487097

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ASSIGNMENT OF TRADEMARKS  
NON-TRADEMARK INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRADEMARKS AND NON-TRADEMARK INTELLECTUAL PROPERTY (this "*Assignment*") is made and entered into as of January 19, 2017 (the "*Effective Date*"), by Clara Street Company, dba Cameron Hughes Wine, a California corporation with its principal office located at 251 Rhode Island Street, #203, San Francisco, California 94103, United States ("*Assignor*" and "*Seller*"), and Vintage Wine Estates, Inc., a California corporation, with its principal office located at 205 Concourse Boulevard, Santa Rosa, California 95403 ("*Assignee*" and "*Buyer*"). Assignor and Assignee are collectively referred to herein as the "*Parties*."

**RECITALS**

**WHEREAS**, Assignor has transferred and sold its entire right, title, and interest in and to the Trademarks (defined herein), Non-Trademark Intellectual Property (defined herein), and certain other assets to Assignee by and pursuant to that certain Asset Purchase Agreement, dated as of December 23, 2016, by and between (the "*Purchase Agreement*").

**WHEREAS**, Assignee desires to acquire from Assignor all of its rights, title, and interest in such Trademarks and Non-Trademark Intellectual Property.

**WHEREAS**, capitalized terms used but not defined herein shall have meanings given them in the Purchase Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, including the Purchase Price paid by Assignee, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Trademarks. Assignor does hereby assign, transfer and set over unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to all trademarks of Assignor, including without limitation those listed on Schedule A hereto, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to such trademarks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Trademarks, and all file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the "*Trademarks*"); together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of Assignor in connection with which the aforesaid Trademarks have been used.

2. Assignment of Non-Trademark Intellectual Property. Assignor does hereby assign, transfer, and set over unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to all Non-Trademark Intellectual Property, including without limitation those listed on Schedule B hereto, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to such Non-Trademark Intellectual Property, including without limitation, Assignor's common law rights, any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Non-Trademark Intellectual Property, all file histories and documentation, and ownership and control of the Non-Trademark Intellectual Property, including without limitation the domain name(s) listed on Schedule B, ownership of all content available at the domains, whether audio, visual, textual, or in other format (the "**Content**"), including any copyrights of any part of the Content, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the "**Non-Trademark Intellectual Property**"); together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Non-Trademark Intellectual Property, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of Assignor in connection with which the aforesaid Non-Trademark Intellectual Property have been used.

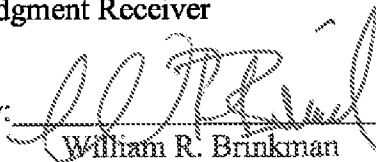
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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

“ASSIGNOR”

CLARA STREET COMPANY, dba Cameron Hughes Wine

By: William R. Brinkman, in his sole capacity as Post-Judgment Receiver

By:   
William R. Brinkman

Title: Post-Judgment Receiver

SCHEDULE A  
LIST OF TRADEMARKS

U.S. Trademarks	U.S. Registration No.	Int'l Class	Goods
CAMERON HUGHES LOT	Reg. No. 4,487,097	033	Wine
CAMERON HUGHES	Reg. No. 4,514,295	033	Wine
LOT SERIES	Reg. No. 4,266,608	033	Wine
ROCKRIDGE CELLARS	Reg. No. 3,379,265	033	Wine
EVERGREEN	Reg. No. 3,363,032	033	Wine made primarily of grapes not peaches
CINERGI	Reg. No. 2,732,153	033	Wine

Canada Trademarks	Canada Registration No.	Int'l Class	Goods
CAMERON HUGHES	TMA813505	33	Wine

SCHEDULE B

LIST OF NON-TRADEMARK INTELLECTUAL PROPERTY

**A. Copyrights**

Unregistered copyrights in all copyrightable (1) label designs for all products associated with the products set forth in F below, (2) product descriptions, and (3) text and graphics appearing on the [www.chwine.com](http://www.chwine.com) website.

**B. Domain Names**

[www.birdroadbourbon.com](http://www.birdroadbourbon.com)  
[www.birdroadfarm.com](http://www.birdroadfarm.com)  
[www.camcellar.com](http://www.camcellar.com)  
[www.cameronhugheswine.com](http://www.cameronhugheswine.com)  
[www.camscellar.com](http://www.camscellar.com)  
[www.chwine.com](http://www.chwine.com)  
[www.camstash.com](http://www.camstash.com)  
[www.evergreenwine.com](http://www.evergreenwine.com)  
[www.friendsofcam.com](http://www.friendsofcam.com)  
[www.lipservicewine.com](http://www.lipservicewine.com)  
[www.muchogustowine.com](http://www.muchogustowine.com)  
[www.psychobunnywine.com](http://www.psychobunnywine.com)  
[www.rosepamp.com](http://www.rosepamp.com)  
[www.salespros.com](http://www.salespros.com)

**C. Websites (and the Content Therein)**

[www.chwine.com](http://www.chwine.com)  
[www.salespros.com](http://www.salespros.com)

**D. Trade Names**

Cameron Hughes, Cameron Hughes Wine

**E. Social Media Accounts**

**F. Label Design**

**G. Customer Lists/Mailing Lists/Trade Secrets**