

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417850

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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 |
| Great Domains & Estates, LLC | | 02/24/2017 | 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: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3819504 | ANGEL'S LANDING | |
| Registration Number: | 5077978 | BAUS FAMILY VINEYARDS | |
| Registration Number: | 4203345 | THE CULPRIT | |
| Registration Number: | 2625756 | CRICKLEWOOD | |
| Registration Number: | 3836108 | SNOWLINE | |
| 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@lrco.com | | |
| Correspondent Name: | Angie Gregory | | |
| Address Line 1: | 2416 E. 37th St. N. | | |
| Address Line 4: | Wichita, KANSAS 67219 | | |
| NAME OF SUBMITTER: | Angie Gregory | | |
| SIGNATURE: | /angie gregory/ | | |
| DATE SIGNED: | 03/01/2017 | | |
| Total Attachments: 27 | | | |
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OP \$140.00 3819504

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TRADEMARK ASSIGNMENT AND INVENTORY PURCHASE AGREEMENT

This Trademark Assignment and Inventory Purchase Agreement is made and entered into as of February 24, 2017 ("the Effective Date"), by Great Domains & Estates, LLC, a California limited liability company, located at 8733 Lakewood Drive, Suite B, Windsor, California 95492 ("Assignor") and Vintage Wine Estates, Inc., a California corporation, located at 205 Concourse Boulevard, Santa Rosa, California 95403 ("Assignee") ("the Agreement").

RECITALS

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the marks listed in Exhibit A in the United States ("the Marks"), and said marks are registered in the U.S. Patent and Trademark Office ("the USPTO") for use in class 33; and

WHEREAS, Assignor currently licenses certain of the Marks to wineries for the production, marketing and sale of wines bearing the Marks ("Branded Wines"); and

WHEREAS, Assignee currently licenses the Marks listed in Exhibit B from Assignor for the production of certain Branded Wines (collectively, "the VWE-Produced Branded Wines"); and

WHEREAS, other wineries currently license the Marks listed in Exhibit C from Assignor for the production of other Branded Wines (collectively, "the Non-VWE-Produced Branded Wines"); and

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase and accept such assignment from Assignor, all of Assignor's rights, title and interest in and to the Marks, the goodwill associated therewith, and the U.S. registrations thereof, pursuant to the terms and conditions of this Agreement; and

WHEREAS, Assignor desires to sell to Assignee, and Assignee desires to purchase Assignor's inventory of Angel's Landing Claret glass bottles and Assignor's inventory of certain Non-VWE-Produced Branded Wines, pursuant to the terms and conditions of this Agreement.

AGREEMENT

Now, THEREFORE, in consideration of the respective covenants, agreements, representations and warranties contained herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of Marks.** On April 1, 2017 ("the Closing" or "the Closing Date"), Assignor shall sell, convey, assign, transfer, and deliver to Assignee, and Assignee shall purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, together with all goodwill symbolized by or associated with the Marks, and the U.S. registrations thereof ("the Intellectual Property") upon the terms and conditions of this Agreement.

2. **Purchase Price.**

a. **Purchase Price.** The purchase price to be paid by Assignee to Assignor for the Intellectual Property shall be based on commissions from case sales (described in more detail in Section 2.b below), between the Closing Date and March 31, 2023 ("the Term"), not to exceed Eight Hundred Eighty-Seven Thousand, Seven Hundred Sixty-One U.S. Dollars (\$887,761.00) ("the Purchase Price").

b. Payment of Purchase Price. The Purchase Price shall be paid by Assignee to Assignor as commissions from case sales of all Branded Wines, plus New Brand Commissions (as defined in Section 2.e) and Snowline Commissions (as defined in Section 3.c) at the rate of 10.51% of the gross revenue per case, calculated monthly on sales (collectively, "**the Commissions**"). The Commissions for a given month shall be paid by the last day of the following month ("**Commission Payments**"). Commissions Payments will cease on the earlier of the date that Commission Payments equal the Purchase Price or April 30, 2023 (the date the Commission Payment for case sales in March, 2023 is due). For the avoidance of doubt, and by way of example only, if the Commission Payments paid between the Closing Date and April 30, 2023 total Seven Hundred Fifty Thousand Dollars (\$750,000), that amount shall be the maximum amount Assignee is required to pay for the Intellectual Property. Assignor shall have no obligation to pay the remaining One Hundred Thirty-seven Hundred Thousand, Seven Hundred Sixty-one Dollars (\$137,761) of the Purchase Price [\$887,761 - \$750,000 = \$137,761].

c. Production, Marketing, and Sales. Assignor and Assignee acknowledge and agree that (i) the Commission Payments between the Closing Date and April 30, 2023 may not equal the full Purchase Price; and (ii) Assignee is relieved of its obligation to make Commission Payments on April 30, 2023, even if the total Commission Payments are less than the full Purchase Price. The foregoing provision notwithstanding, Assignee agrees that it will use commercially reasonable efforts to produce, market and sell the Branded Wines and New Brands in quantities that will generate Commission Payments that equal the Purchase Price.

d. New Brand Commissions. During the Term, Assignor shall receive a commission on Assignee's case sales of New Brands (as that term is defined in Section 5.c below) ("**the New Brand Commissions**"). New Brand Commissions shall be \$3.00 per case sold at less than \$60.00 per case and \$5.00 per case sold at a price equal to or exceeding \$60.00 per case. The New Brand Commissions shall be calculated monthly and paid by the last day of the following month. Notwithstanding Section 2.b., above, each New Brand Commission payment will reduce the unpaid balance of the Purchase Price. For the avoidance of doubt and by way of example only, if the unpaid Purchase Price on November 29, 2018 (after accounting for all October, 2018 Commission Payments) is \$320,000 and Assignor pays a New Brand Commission of \$15,000 on November 30, 2018, the unpaid Purchase Price on December 1, 2018 shall be \$305,000.

e. USPTO Registration of Transfer. Assignor agrees to execute an assignment in the form attached hereto as Exhibit D, and will provide such document to Assignee on or before the Closing Date. The Assignee shall be responsible for filing the Assignment with the USPTO.

3. Purchase and Sale of Inventory. As of the Effective Date, Assignor agrees to sell to Assignee, and Assignee agrees to purchase from Assignor, Assignor's inventory of Angel's Landing Claret glass bottles and Assignor's inventory of the following Non-VWE-Produced Branded Wines, pursuant to the terms and conditions stated herein.

a. Glass Inventory. Assignee will purchase Assignor's inventory of 473 cases of Angel's Landing Claret glass bottles ("**the Glass inventory**"). On or before March 15, 2017, Assignee shall take possession of the Glass Inventory at its current location, Encore Glass, located at 2925 Cordelia Road, Fairfield, California 94534. Assignee shall pay Three Thousand Nine Hundred Sixty-Eight and 47/100 US Dollars (\$3,968.47) for the Glass Inventory, calculated at the rate of Eight and 39/100 US Dollars (\$8.39) per case. Payment shall be due within fifteen (15) days of Assignee taking possession thereof.

b. Snowline Inventory. On or before March 8, 2017, Assignor will deliver to Assignee a final inventory of 2014 Snowline Riesling and 2014 Snowline Pinot Gris (collectively, "**the**

Snowline Inventory”). On or before March 15, 2107, Assignee will take possession of the Snowline Inventory from Mendocino Wine Company, located at 501 Parducci Road, Ukiah, California 95482. Assignee shall pay Forty US Dollars (\$40.00) per case for the Snowline Inventory, with payment due within fifteen (15) days of Assignee taking possession thereof.

c. Culprit Reserve Inventory. On or before March 8, 2017, Assignor will deliver to Assignee a final inventory of 2014 The Culprit Reserve (“**The Culprit Reserve Inventory**”), not to exceed 350 cases. Assignee will take possession of the Culprit Reserve Inventory at Groskopf Warehouse & Logistics, located at 20580 Eighth Street East, Sonoma, California 95476 no later than March 15, 2017. Assignee shall pay Fifty-Four US Dollars (\$54.00) per case for the Culprit Reserve Inventory, with payment due within fifteen (15) days of Assignee taking possession thereof.

4. Security Interest Granted by Assignee to Assignor.

a. Grant. To secure the prompt and complete payment, performance, and observance of all Assignee’s obligations under this Agreement, including but not limited to those obligations set forth in Section 2 above, Assignee shall grant and assign to Assignor a security interest and lien on all of Assignee’s right, title, and interest in, to, and under the following, whether now owned or existing or hereafter created or acquired, and wherever located (all of which being hereinafter collectively referred to as “**the Collateral**”): (i) the Marks, together with the goodwill of the business symbolized by or connected with the use of the Marks in the U.S. and the U.S. registrations and renewals thereof; (ii) the proceeds thereof, including but not limited to license royalties and proceeds of infringement suits; and (iii) the right to sue for past, present and future infringements; provided, that the Collateral shall not include any goods or any proceeds from the sale of any goods (“**the Security Interest**”).

b. Subordination of the Security Interest. Notwithstanding anything herein to the contrary, the parties hereto agree that the Security Interest granted to Assignor pursuant to this Section 4 shall be subordinate and junior to the security interest granted by Assignee to JPMorgan Chase Bank, N.A. (“JPM”), pursuant to that certain Credit Agreement between Assignee and JPM (the “Credit Agreement”), and the other parties thereto, dated July 24, 2015 and related documents. The parties hereto further agree that (i) this Agreement shall not be amended, restated, supplement or otherwise modified without the prior written consent of JPM, and (ii) no payments shall be made by Assignee or accepted by Assignor under Section 2 of this Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement).

c. Perfecting Security Interest; Further Actions. Assignee agrees to execute and deliver to Assignor the financing statement and security interest registrations attached hereto as Exhibit E on or before the Closing Date. Assignee and Assignor further agree and warrant that they shall take all necessary steps to perfect the Security Interest, including but not limited to the filing of financing statements, and recording the security interest with the USPTO and any other necessary government agencies or entities. Assignee authorizes Assignor at any time and from time to time to file financing statements as well as amendments and continuations thereto. Assignee agrees promptly to furnish to Assignor, upon Assignor’s request, any and all information needed for the completion of any financing statement. Assignee also agrees to provide Assignor with notice within five (5) business days of any change of Assignee’s legal name, place of business, jurisdiction, or organizational form.

d. Release of Security Interest. Promptly upon Assignee’s completion of its obligations under this Agreement, at Assignee’s request, Assignor shall execute and deliver any written instruments, and extend such other cooperation as may be reasonably necessary, to release the Security Interest in the Collateral.

5. Meeting Access Agreement Obligations.

a. Assignor and The Wine and Spirits Guild of America ("the Guild") are parties to that certain Meeting Access Agreement date January 1, 2014, as amended by the First Amendment to the Meeting Access Agreement dated December 18, 2014 (together, "the Access Agreement") attached hereto as Exhibit F. Capitalized terms not defined in this Agreement and included in this Section 5 have the meaning ascribed to them in the Access Agreement. Under the Access Agreement, Assignor is provided certain rights to present alcohol beverage products to Guild members and conduct a Tasting for Guild members at certain twice-yearly meetings of the Guild. The purpose of this Section 5 is to provide Assignee with a reasonable opportunity to establish a relationship with Guild members through the rights granted to Assignor in the Access Agreement.

b. Assignor will promptly inform Assignee of the dates of the Guild Meetings and of the submission deadlines for including wines in the semi-annual catalogue offered to Guild Members ("the Submission Deadlines") after such dates are announced by the Guild. In accordance with this Section 5.b, Assignor hereby informs Assignee that the submission deadline for the Spring 2017 Guild catalogue is March 15, 2017.

c. At each Guild Meeting after the Effective Date and during the Term of the Access Agreement, Assignor will allocate up to 15 minutes of the GDE Presentation for a representative selected by Assignee to present the Branded Wines and any other of Assignee's wine brands ("New Brands") to the Guild members, provided, however, that such presentation by Assignee's representative must comply with the terms and conditions of the Access Agreement.

d. At each Guild Meeting after the Effective Date and during the Term of the Access Agreement, Assignor will allocate two (2) tables at the Tasting for Assignee, provided, however, that Assignee has provided Assignor with all necessary information for wines Assignee will pour at the Tasting no later than fourteen (14) days prior to the Submission Deadline and provided that Assignee's participation in the Tasting complies with the terms and conditions of the Access Agreement.

e. Assignor shall be solely responsible for the payment obligation under Section 2.1 of the Access Agreement, and shall comply with the requirements under Section 2.1 for all Guild Meetings through the end of the Initial Term.

f. Other than the payment made by Assignor pursuant to Section 5.e above, Assignee will be solely responsible for all costs associated with or incurred by the attendance of Assignee's representative at the Guild Meetings, including but not limited to costs associated with providing samples for the Tasting, accommodations, travel expenses, and dining by Assignee's representative.

6. Additional Obligations.

a. Use of ScribeBase Application. Assignor will manage Assignee's access to the ScribeBase workflow process application (or any other application that Assignor may select from time to time) ("ScribeBase") for the Branded Wines, from the Effective Date through December 31, 2017. Assignor will make ScribeBase available to Assignee, and Assignee will use said application as its sole means for receiving and processing orders for sales of the Branded Wines. Assignor will assign an individual (whether an employee, contractor, manager, or officer) to be responsible for populating ScribeBase ("the ScribeBase Responsible Individual"), and will provide Assignee with contact information for the ScribeBase Responsible Individual. Assignee will provide the ScribeBase Responsible Individual with all information needed to populate ScribeBase for each of the Branded Wines and the New Brands (including but not limited to prices, pickup locations, and distributors), and will inform said

individual of all changes to that information within thirty (30) days of any such changes. Assignee shall be responsible for all ScribeBase fees associated with its use of Scribebase. Beginning January 1, 2018, Assignee will be responsible for managing the administrative functions of ScribeBase related to the Branded Wines and the New Brands at least through March 31, 2023. The intent of this provision is that ScribeBase will contain a complete and accurate record of all domestic and international sales of the Branded Wines and the New Brands through March 31, 2023.

b. TTB Certificate of Label Approval. Upon request by Assignee, Assignor shall promptly execute and deliver any written instruments, and extend such other cooperation as may be reasonably necessary to permit Assignee to comply with federal and state alcohol beverage laws to promote, market, and sell the Branded Wines in the U.S., and all states and jurisdictions thereof, including but not limited to execution of a "use up" letter to be submitted to the U.S. Department of Treasury's Alcohol Tobacco Tax and Trade Bureau.

7. Assignee Representations and Warranties. Assignee represents, warrants and covenants that, at the time this Agreement is executed by Assignee:

e. Assignee's execution and performance under this Agreement and consummation of the transactions contemplated by this Agreement shall not breach any oral, written, or implied-in-fact agreement with any third party;

f. Assignee has the full power and authority to enter into this Agreement, perform its obligations thereunder, and consummate the transactions contemplated by this Agreement;

g. Assignee acknowledges and agrees that Assignor is in the business of producing, marketing, licensing and/or selling alcohol beverage products bearing certain marks not subject to this agreement (collectively "the GDE Portfolio") and that nothing in this Agreement shall be interpreted so as to prevent Assignor from engaging in its alcohol beverage business;

h. Assignee has reviewed and is familiar with the GDE Portfolio and agrees that nothing in the GDE Portfolio infringes, dilutes or is confusingly similar to the Marks; and

i. Assignee can legally engage in, and holds all necessary permits and licenses to engage in, the marketing, logistics, fulfillment and compliance services associated with the GDE Imports and the Marketed Imports.

8. Assignor Representations and Warranties. Assignor represents, warrants and covenants that, at the time this Agreement is Executed by Assignor:

a. Assignor's execution and performance under this Agreement and consummation of the transactions contemplated by this Agreement shall not breach any oral or written agreement with any third party;

b. Assignor has the full power and authority to enter into this Agreement, perform its obligations thereunder, and consummate the transactions contemplated by this Agreement;

c. Assignor is the rightful owner of the Marks and the U.S. registrations thereof, and has the right to transfer good and marketable title to the Marks;

d. Assignor is not aware of any liens, pledges, mortgages, security interests or other encumbrances on the Marks;

e. Assignor is not aware of any disputes, claims of infringement or other adverse actions raised, claimed, or instituted by any third party arising from, related to, or in connection with the Marks or the registrations thereof; and

f. Assignor is not aware of any interference, opposition, reissue, reexamination, or other proceeding in which the scope, validity, or enforceability of the Marks or the registrations thereof are being contested or challenged.

9. **Confidentiality.** The parties agree that neither party may disclose the financial terms of this Agreement to a third party without the prior written consent of the other party.

10. **Notices.** Notices hereunder shall be in writing and delivered via first class mail, overnight mail or courier, or hand-delivered to the addresses set forth above or such other address as a Party may designate in writing to the other party. Notice shall be effective upon receipt.

11. **Assignments.** Neither party may assign or transfer its rights and obligations under this Agreement in whole or in part without first obtaining the other party's written consent with the exception of transfers to the parties' successors or heirs.

12. **Relationship.** Nothing in this Agreement shall create a partnership or joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the parties hereto, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

13. **Binding Agreement.** This agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.

14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. **Integration.** This Agreement, shall comprise the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement.

16. **Dispute Resolution.** With respect to disputes arising out of or related to this Agreement, the parties shall first make a good faith effort to resolve the dispute without resort to litigation. The parties agree to meet or otherwise confer informally within fifteen (15) days after notice from one party requesting such a meeting. Should the dispute not be resolved by said informal discussions, the parties agree to attempt in good faith to resolve their differences in confidential, non-binding mediation, using an experienced mediator with at least five (5) years of experience who is an attorney or retired judge and upon whom the parties mutually agree. If the parties are unable to agree upon a mediator, the American Arbitration Association ("AAA") will suggest three (3) mediators meeting the above qualifications and each party will strike one. The parties shall schedule the mediation session within thirty (30) days after the failure of informal discussions to resolve the dispute. Costs of the mediation shall be borne equally by the parties and the mediation will be held under the rules of AAA. The parties will participate in the mediation process in good faith, and will have a representative in attendance throughout the mediation with authority to settle the dispute. The parties may be represented by counsel at both the informal discussions and the mediation session. Statements made during the mediation process shall be considered to be made in the context of settlement discussions, and shall not

be admissible in any form of dispute resolution, including litigation within the State of federal courts.

17. **Attorney's Fees.** In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

18. **Collection Costs.** Assignee shall pay all costs and expenses incurred by Assignor, including reasonable attorneys' fees, arising from or in connection with collection of any payments due under this Agreement. The foregoing right is in addition to, and not in limitation of, any other rights, which Assignor may have upon Assignee's failure to make timely payment of any amount due hereunder.

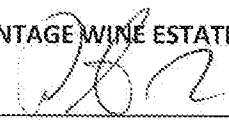
19. **Construction; Jurisdiction.** This Agreement shall be interpreted and construed under the internal laws of the State of California, notwithstanding any choice or conflict of law statutes, regulations, agreements or provisions that require the application of the laws of another jurisdiction. The parties agree that jurisdiction and venue for any action or proceeding related to or arising from this Agreement shall be in the State courts of Sonoma County, California or the federal courts in the Northern District of California.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, via facsimile, email, or hard copy, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE:

VINTAGE WINE ESTATES, INC.



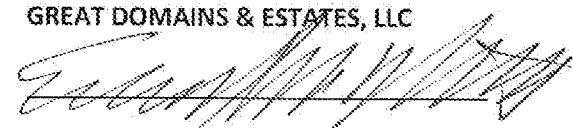
Patrick Roney
President

Date of Execution by Assignee:

2/24/17

ASSIGNOR:

GREAT DOMAINS & ESTATES, LLC



Edward M. Notarius
Manager

Date of Execution by Assignor:

2.24.2017

EXHIBIT A

THE MARKS

| Mark | USPTO Reg. No. |
|-----------------------|-----------------------|
| ANGEL'S LANDING | 3819504 |
| BAUS FAMILY VINEYARDS | 5077978 |
| THE CULPRIT | 4203345 |
| CRICKLEWOOD | 2625756 |
| SNOWLINE | 3836108 |

EXHIBIT B

THE VWE-PRODUCED BRANDED WINES

| Mark | Wine |
|-----------------------|--|
| ANGEL'S LANDING | Pinot Noir |
| BAUS FAMILY VINEYARDS | Cabernet Sauvignon, Chardonnay, Pinot Noir, Sauvignon Blanc, and Zinfandel |
| THE CULPRIT | Red Blend |

EXHIBIT C

THE NON-VWE-PRODUCED BRANDED WINES

| Mark | Wine(s) |
|-----------------|---|
| CRICKLEWOOD | Cabernet Sauvignon |
| SNOWLINE | Pinot Gris and Riesling |
| ANGEL'S LANDING | Cabernet Sauvignon, Cabernet Sauvignon Reserve, Chardonnay, Sauvignon Blanc, and Merlot |
| THE CULPRIT | Reserve, an imported Red Blend |

EXHIBIT D

ASSIGNMENT OF MARKS FOR ASSIGNEE TO FILE WITH USPTO

[Attached]

ASSIGNMENT OF UNITED STATES TRADEMARK REGISTRATION

Whereas, **GREAT DOMAINS & ESTATES, LLC**, a California limited liability company located at 8733 Lakewood Drive, Suite B, Windsor, California 95492 ("**Assignor**") owns the following marks in the United States which are registered in the U.S. Patent and Trademark Office:

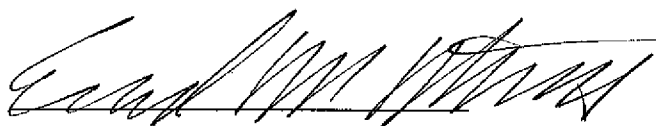
| Mark | USPTO Reg. No. |
|-----------------------|-----------------------|
| ANGEL'S LANDING | 3819504 |
| BAUS FAMILY VINEYARDS | 5077978 |
| THE CULPRIT | 4203345 |
| CRICKLEWOOD | 2625756 |
| SNOWLINE | 3836108 |

Whereas, **VINTAGE WINE ESTATES, INC.**, a California corporation, located at 205 Concourse Boulevard, Santa Rosa, California 95403 ("**Assignee**") is desirous of acquiring said U.S. marks and the U. S. registrations thereof;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title and interest in and to the said marks in the U. S., together with the goodwill of the business symbolized by the marks in the U. S. and the above-identified U.S. registrations thereof.

Dated: 2.24.2017

ASSIGNOR
GREAT DOMAINS & ESTATES, LLC



Edward M. Notarius
Manager

EXHIBIT E

FINANCING STATEMENTS AND SECURITY INTEREST REGISTRATIONS

[Attached]

**GRANT OF SECURITY INTEREST IN TRADEMARKS AND
U.S. TRADEMARK REGISTRATIONS**

WHEREAS, VINTAGE WINE ESTATES, INC., a California corporation, located at 205 Concourse Boulevard, Santa Rosa, California 95403 ("**Grantor**") owns the following marks in the United States which are registered in the U.S. Patent and Trademark Office ("**PTO**"):

| Mark | USPTO Reg. No. |
|-----------------------|----------------|
| ANGEL'S LANDING | 3819504 |
| BAUS FAMILY VINEYARDS | 5077978 |
| THE CULPRIT | 4203345 |
| CRICKLEWOOD | 2625756 |
| SNOWLINE | 3836108 |

WHEREAS, pursuant to the Trademark Assignment and Inventory Purchase Agreement, dated as of February ~~24~~ 2017 ("**the Agreement**"), by and between Grantor and Great Domains & Estates, LLC, a California limited liability company located at 8733 Lakewood Drive, Suite B, Windsor, California 95492 ("**Secured Party**"), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, said U.S. marks, together with the goodwill of the business symbolized by or connected with the use of said marks in the U.S., and the U.S. registrations and renewals thereof; the proceeds thereof, including but not limited to license royalties and proceeds of infringement suits; and the right to sue for past, present and future infringements; provided that the Collateral shall not include any goods or any proceeds from the sale of goods (collectively "**the Trademark Collateral**"); and

WHEREAS, pursuant to Section 4.b of the Agreement, Grantor agreed to execute and deliver to Secured Party this Grant of Security Interest in Trademarks and U.S. Trademark Registrations ("**Grant**") for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a security interest in, and lien on, the Trademark Collateral, subordinate only to such senior security interests in effect on the Effective Date.

The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral.

Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same.

Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may be terminated only in accordance with the terms of the Agreement.

Dated: 2/24/17

GRANTOR

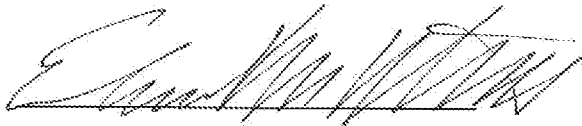
VINTAGE WINE ESTATES, INC.



By: Patrick Roney
President

SECURED PARTY

GREAT DOMAINS & ESTATES, LLC



Edward M. Notarius
Manager

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Elizabeth Palmer 707-524-7000 |
| B. E-MAIL CONTACT AT FILER (optional) epalmer@dpf-law.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) Dickenson Peatman & Fogarty c/o Elizabeth Palmer 100 B Street, Suite 239 Santa Rosa, CA 95401 |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---|--------------------------|---------------------|-------------------------------|----------------------|
| 1a. ORGANIZATION'S NAME Vintage Wine Estates, Inc. | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 205 Concourse Boulevard | | CITY Santa Rosa | STATE CA | POSTAL CODE 95403 |
| COUNTRY USA | | | | |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|-------------------------|--------------------------|---------------------|-------------------------------|-------------|
| 2a. ORGANIZATION'S NAME | | | | |
| OR | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| COUNTRY | | | | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | | |
|---|--------------------------|---------------------|-------------------------------|----------------------|
| 3a. ORGANIZATION'S NAME Great Domains & Estates, LLC | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 8733 Lakewood Drive, Suite B | | CITY Windsor | STATE CA | POSTAL CODE 95492 |
| COUNTRY USA | | | | |

4. COLLATERAL: This financing statement covers the following collateral:

(i) the trademarks registered with the USPTO and listed below (collectively "the Marks"), together with the goodwill of the business symbolized by or connected with the use of the Marks in the U.S. and the U.S. registrations and renewals thereof; (ii) the proceeds thereof, including but not limited to license royalties and proceeds of infringement suits; and (iii) the right to sue for past, present, and future infringements; provided, that the Collateral shall not include any goods or any proceeds from the sale of any goods.

ANGEL'S LANDING (Reg. No. 3819504); BAUS FAMILY VINEYARDS (Reg. No. 5077978); THE CULPRIT (Reg. No. 4203345); CRICKLEWOOD (Reg. No. 2625756); and SNOWLINE (Reg. No. 3836108).

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailor/Ballor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT F

ACCESS AGREEMENT AND FIRST AMENDMENT TO ACCESS AGREEMENT

[Attached]

MEETING ACCESS AGREEMENT

This MEETING ACCESS AGREEMENT (this "Agreement"), effective as of January 1, 2014 (the "Effective Date"), is made by and between The Wine and Spirits Guild of America, Inc. a Florida corporation ("Guild"), and Great Domains & Estates, LLC a California limited liability company ("GDE") (collectively, the "Parties" and each a "Party").

RECITALS

A. Guild is a membership organization consisting of wine and spirits retailers in the United States and GDE markets certain wine and spirits brands (the "GDE Brands"), including but not limited to the brands listed in Exhibit A to this agreement.

B. GDE wishes to promote beverage alcohol products bearing the GDE Brands during Guild's twice-yearly meeting of members and Guild wishes to have its membership informed of products bearing the GDE Brands.

AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Obligations of the Guild.

1.1 Guild shall provide GDE with a time slot from 8:00 a.m. and 3:00 p.m., on the first day of each twice-yearly Guild meeting for GDE to present beverage alcohol products bearing the GDE Brands (the "GDE Presentation").

1.2 The GDE Presentation shall appear in any and all schedules or agendas for the twice-yearly Guild meetings provided by Guild to its members and Guild shall not schedule nor promote any other event during the time of the GDE Presentation.

1.3 Guild shall ensure that the GDE Presentation be held in the same venue as the Guild meeting.

1.4 Guild shall ensure that the venue and facility for the GDE Presentation have adequate space for a walk-around tasting for at least 90 participants. GDE shall be responsible for making arrangements with the venue and/or facility staff for the provision of and amenities such as tables, chairs, audio-visual equipment, and stemware.

2. Obligations of GDE.

2.1 In exchange for Meeting Access as described in Sections 1.1-1.4, GDE agrees to make a payment of \$2,500 per meeting, and each \$2,500 payment shall be due 30 days prior to each Guild meeting.

2.2 During the GDE Presentation, GDE shall present beverage alcohol

products bearing the GDE Brands.

3 **Term: Termination.**

3.1 **Term.**

3.1.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall begin on January 1, 2014 and conclude on December 31, 2016 (the "Initial Term"), and either Party may elect not to renew this Agreement past the Initial Term by providing the other party with written notice prior to June 30, 2015, in which case this Agreement shall terminate on December 31, 2016.

3.1.2 If neither party provides notice in accordance with Section 3.1.1 above, then on June 30, 2015 and on each June 30 thereafter, the term shall be automatically extended for one additional year (each an "Extension Term," and together with the "Initial Term," referred to hereafter as the "Term") For the avoidance of doubt, and by way of example, barring written notice of non-renewal by either party, on June 30, 2015, the Term of the Agreement shall extend for one year until December 31, 2017.

3.1.3 Notwithstanding Section 3.1.2, on and after June 30, 2015, either party may elect not to renew this Agreement by providing the other party with written notice prior to June 30 of any year, in which case this Agreement shall terminate on the termination date in effect at the time of written notice of non-renewal. For the avoidance of doubt, and by way of example, if written notice of non-renewal is given between June 30, 2017 and June 29, 2018, then the Agreement shall terminate on December 31, 2019.

3.2 **Events Leading to Immediate Termination.** The occurrence of any of the following events may provide grounds for immediate termination of this Agreement, without any further right to cure:

3.2.1 **Federal or State Alcohol Beverage Laws and Regulations.** If, at any time, a competent authority such as a federal or state alcohol beverage regulatory agency (including but not limited to the New York State Liquor Authority or the U.S. Department of Treasury's Alcohol and Tobacco Tax and Trade Bureau) determines that this Agreement in any way violates applicable laws or regulations, then the Parties shall use their best efforts to amend this agreement so as to be compliant with the laws and regulations. If the Parties are unable to reach a suitable amendment to comply with the law, then this Agreement is deemed to be terminated.

3.2.2 **Material Breach of Parties' Obligations.** If Guild fails to meet its material obligations under Section 1.1, 1.2, 1.3, and/or 1.4 of this Agreement, during the Term of this Agreement, GDE shall have the right, but not the obligation, immediately to terminate this Agreement. If GDE fails to meet its material obligations under Section 2.1 and/or 2.2 of this Agreement, Guild shall have the right, but not the obligation, immediately to terminate this Agreement. Provided, however, that a failure to pay timely the fee described in section 2.1 shall not constitute a breach of a material obligation hereunder unless such payment remains unpaid 5 days after notice from Guild that the payment has not been received.

3.2.3 Mutual Consent. Notwithstanding the remaining term of this Agreement, the parties may at any time terminate this Agreement by written mutual consent.

4 Guild Warranties and Covenants.

4.1 Guild warrants and represents that:

4.1.1 It has the right and authority to enter this Agreement;

4.1.2 There are no other assignments, consents or agreements with any third party that would interfere with Guild's ability to perform its obligations under this Agreement; and

4.1.3 It shall promptly notify GDE in writing if Guild has reason to believe that any third party (including but not limited to Guild members) is improperly using any trade name, trademark, service mark or domain name that is likely to be confused with, or to dilute, any of the GDE Brands.

5 Notice. Any notice or other writing to be given or made under or pursuant to the provisions of this Agreement or in any way concerning the same, including the notice described in section 3.2.2, shall be sufficiently given or made if in writing and personally delivered to the president of the Guild or any officer of GDE to whom it is directed, or if mailed by prepaid certified mail or by Federal Express or other reputable overnight courier and addressed:

| | |
|--|---|
| TO GUILD Wine and Spirits Guild of America, Inc. 4221 Bienville Street New Orleans, LA 70119 | TO GDE Great Domains and Estates, LLC c/o Ed Notarius 8733 Lakewood Drive, Suite B Windsor, CA 95492 |
|--|---|

Said notice shall be deemed to have been given and received on the seventh business day following the date of mailing or if delivered by overnight courier, on the date of such delivery.

6 Assignments. Neither Party may assign or transfer its rights and obligations under this Agreement in whole or in part without first obtaining the other Party's written consent with the exception of transfers to the Parties' successors or heirs.

7 Relationship. Nothing in this Agreement shall create a partnership or joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the Parties hereto, and no Party shall have the power to obligate or bind another

in any manner whatsoever.

8 **Waiver or Modification.** Failure by any Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by any Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances. No modification of any of the terms of this Agreement shall be valid unless evidenced by a writing signed by all Parties.

9 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10 **Integration.** This Agreement, shall comprise the entire understanding of the Parties hereto on the subject matter herein contained, and supersede all prior and contemporaneous agreements, understandings and discussions between the Parties relating to the subject matter of this Agreement.

11 **Dispute Resolution.** With respect to disputes arising out of or related to this Agreement, the Parties shall first make a good faith effort to resolve the dispute without resort to litigation. The Parties agree to meet or otherwise confer informally within fifteen (15) days after notice from one party requesting such a meeting. Should the dispute not be resolved by said informal discussions, the Parties agree to attempt in good faith to resolve their differences in confidential, non-binding mediation, using an experienced mediator with at least five (5) years of experience who is an attorney or retired judge and who is mutually agreed upon by the Parties. If the Parties are unable to agree upon a mediator, the American Arbitration Association ("AAA") will suggest three (3) mediators meeting the above qualifications and each Party will strike one. The Parties shall schedule the mediation session within thirty (30) days after the failure of informal discussions to resolve the dispute. Costs of the mediation will be held under the rules of AAA and will be conducted in Sonoma County, California. The Parties will participate in the mediation process in good faith, and will have a representative in attendance throughout the mediation with authority to settle the dispute. The Parties may be represented by counsel at both the informal discussions and the mediation session. Statements made during the mediation process shall be considered to be made in the context of settlement discussions, and shall not be admissible in any form of dispute resolution, including litigation within the State of federal courts of California.

12 **Attorney's Fees.** In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree that the prevailing Party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

13 **Construction; Jurisdiction.** This Agreement shall be construed pursuant to the laws of the state of California applicable to agreements entered into and fully performed therein. California federal courts located in or encompassing San Francisco County shall have exclusive

EXHIBIT A

Certain GDE Brands

| |
|-----------------------|
| ANGEL'S LANDING |
| BABAROSA |
| BAUS FAMILY VINEYARDS |
| BUCCIA DE LIMONE |
| CASA DORA |
| CASTAWAY COVE |
| THE CULPRIT |
| GRAYS PEAK |
| HERITAGE HILLS |
| PARK LANE |
| PERSERVERANCE |
| PLEASURES OPN |
| RAVE |
| ROYAL JAMES |
| SIMPLY DELICIOUS |
| SNOWLINE |
| WINDY LANE |

**FIRST AMENDMENT TO
MEETING ACCESS AGREEMENT**

This First Amendment to the Meeting Access Agreement (this "Amendment") is entered into as of December 18, 2014 by and between The Wine and Spirits Guild of America, Inc. a Florida corporation ("Guild"), and Great Domains & Estates, LLC a California limited liability company ("GDE") (collectively, "the Parties" and each "a Party").

RECITALS:

A. The Parties entered into that certain Meeting Access Agreement effective as of January 1, 2014 ("the Agreement") governing their obligations with respect to one another at the twice-yearly meetings of Guild members ("the Guild Meeting(s)").

B. The Parties now wish to amend certain provisions in the Agreement in accordance with Section 8 of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Section 1** of the Agreement is deleted in its entirety and replaced by the following:

1. Obligations of the Guild

- 1.1 Guild shall ensure that on the first day of each Guild Meeting from 8:30 a.m. to noon, suppliers can present beverage alcohol products in accordance with the terms and conditions of this Agreement ("the Guild Trade Show"). The Guild Trade Show shall consist of the Guest Presentation and the GDE Presentation, as those terms are described below.
- 1.2 At each Guild Meeting, no more than ten suppliers invited by the Guild may present their products between 8:30 a.m. to 10:15 a.m. ("the Guest Presentation").
- 1.3 At each Guild Meeting, GDE shall have the opportunity to present beverage alcohol products bearing the GDE Brands between 10:30 a.m. to noon ("the GDE Presentation"). No other supplier(s) invited by the Guild shall present during the GDE Presentation.
- 1.4 Guild shall ensure that on the first day of each Guild Meeting that, from 1:00 p.m. to 3:00 p.m., GDE and the suppliers participating in the Guest Presentation can pour and/or display their beverage alcohol products in accordance with the terms and conditions of this Agreement ("the Tasting").

- 1.5 Guild shall ensure that the venue for the Tasting has adequate space for a walk-around tasting for at least 90 Guild Meeting attendees. Guild shall also ensure that the venue for the Tasting has adequate space to accommodate at least thirty two (32) tables measuring seventy-two (72) inches by thirty (30) inches for GDE to pour and/or display products bearing the GDE Brands, as well as the additional tables needed to accommodate the other suppliers.
 - 1.6 No later than seventy-five (75) days prior to the first day of any Guild Meeting, GDE shall submit a written plan to the Guild, describing the layout of the room for the Tasting, as well as the amenities (such as tables, chairs, audio-visual equipment, and stemware) to be used at the Tasting ("the Tasting Plan"). Guild shall provide GDE with any comments regarding the Tasting Plan in writing no later than thirty (30) days after GDE has submitted the Tasting Plan to the Guild. The Parties agree to work together in good faith to resolve any differences in opinion regarding the Tasting Plan and/or the Guild's comments thereto.
 - 1.7 Guild shall be solely responsible for procuring all tables, chairs audio-visual equipment, stemware and any other equipment or amenities needed for the Guild Trade Show and the Tasting. Guild shall be solely responsible all fees arising from or related to the Guild Trade Show and the Tasting, including but not limited to booking fees, equipment rental and labor costs.
 - 1.8 Guild shall ensure that the GDE Presentation, the Guest Presentation and the Tasting are held in the same venue as the Guild Meeting.
 - 1.9 Guild shall not schedule nor promote any other event that takes place or is scheduled to take place during the time of the GDE Presentation, the Guest Presentation or the Tasting.
 - 1.10 Guild shall ensure that the GDE Presentation, the Guest Presentation and the Tasting appear in any and all schedules, agendas or other materials regarding the Guild Meetings that Guild provides to its members.
 - 1.11 The Parties may amend the time of the GDE Presentation, the Guest Presentation, and the Tasting with the prior written consent of both Parties.
2. Section 2.1 of the Agreement is deleted in its entirety and replaced by the following:
 - 2.1 In exchange for Meeting Access as described in Sections 1.1-1.11, GDE agrees to make a payment of \$2,500 per meeting, and each \$2,500 payment shall be due 30 days prior to each Guild Meeting.
 3. Section 3.1 of the Agreement is deleted in its entirety and replaced by the following:
 - 3.1 Term.

3.1.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall begin on January 1, 2014 and conclude on December 31, 2018 ("the Initial Term"), and either Party may elect not to renew this Agreement past the Initial Term by providing the other party with written notice prior to June 30, 2016, in which case this Agreement shall terminate on December 31, 2018.

3.1.2 If neither party provides notice in accordance with Section 3.1.1 above, then on June 30, 2016 and on each June 30 thereafter, the term shall be automatically extended for one additional year (each "an Extension Term," and together with the Initial Term, referred to hereafter as "the Term") For the avoidance of doubt, and by way of example, barring written notice of non-renewal by either party, on June 30, 2016, the Term of the Agreement shall extend for one year until December 31, 2019.

3.1.3 Notwithstanding Section 3.1.2, on and after June 30, 2016, either party may elect not to renew this Agreement by providing the other party with written notice prior to June 30 of any year, in which case this Agreement shall terminate on the termination date in effect at the time of written notice of non-renewal. For the avoidance of doubt, and by way of example, if written notice of non-renewal is given between June 30, 2017 and June 29, 2018, then the Agreement shall terminate on December 31, 2020.

4. Section 3.2.2 of the Agreement is deleted in its entirety and replaced by the following:

3.2.2 If Guild fails to meet its material obligations under Section 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10 and/or 1.11 of this Agreement, during the Term of this Agreement, GDE shall have the right, but not the obligation, immediately to terminate this Agreement. If GDE fails to meet its material obligations under Section 2.1 and/or 2.2 of this Agreement, Guild shall have the right, but not the obligation, immediately to terminate this Agreement. The preceding sentence notwithstanding, a failure to pay the fee described in section 2.1 at least 30 days prior to a Guild Meeting shall not constitute a breach of a material obligation hereunder unless such payment remains unpaid 5 days after GDE receives notice from Guild, in accordance with Section 5 of the Agreement, that the payment has not been received.

5. Except as specifically amended by this Amendment, the terms and provisions of the Agreement, including but not limited to Section 2.2 which states, "During the GDE Presentation, GDE shall present beverage alcohol products bearing the GDE Brands," remain unchanged and are in full force and effect.
6. All capitalized words and terms of art which are used but not defined in this Amendment shall have the same meanings attributed to such words and terms in the Agreement. All references to the "Agreement" in the Agreement and in this Amendment shall refer to the Meeting Access Agreement as amended.

7. This Amendment may be executed in one or more counterparts, deliverable by facsimile or electronic mail, each of which shall be deemed an original. All of such counterparts shall constitute one and the same instrument.

By their signatures below, the Parties hereto have agreed to all of the terms and conditions of this Amendment.

| | |
|---|------------------------------|
| Wine and Spirits Guild of America, Inc. | Great Domains & Estates, LLC |
| By: <u>Cecilia Maud</u> | By: <u>Ernest M. Taylor</u> |
| Name: _____ | Name: _____ |
| Title: <u>President</u> | Title: <u>Manager</u> |

jurisdiction and venue of any action or proceeding related to this Agreement. The Parties agree that any determination by any such court shall be binding upon the Parties and upon all other courts of the world wherever located. The Parties agree that service of process or any other paper upon the other party may be made by certified mail, return receipt requested, at the receiving party's address for notices upon any such agent for service, in addition to any other method authorized by law.

14 Interpretation. THIS AGREEMENT HAS BEEN PREPARED BY GDE AND ITS PROFESSIONAL ADVISORS AND REVIEWED BY GUILD AND ITS PROFESSIONAL ADVISORS. GDE AND GUILD AND THEIR PROFESSIONAL ADVISORS BELIEVE THAT THIS AGREEMENT IS THE PRODUCT OF GUILD AND GDE COLLECTIVE EFFORTS, THAT IT EXPRESSES THE ENTIRE AGREEMENT OF GUILD AND GDE WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND THAT IT SHOULD NOT BE INTERPRETED IN FAVOR OF EITHER PARTY.

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this Agreement.

| | |
|---|---------------------------------|
| Wine and Spirits Guild of America, Inc. | Great Domains & Estates, LLC |
| By: <u><i>Cedric Martin</i></u> | By: <u><i>Ed Notarijs</i></u> |
| Name: <u><i>CEDRIC MARTIN</i></u> | Name: <u><i>Ed Notarijs</i></u> |
| Title: <u><i>President</i></u> | Title: <u><i>PRESIDENT</i></u> |