

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460925

<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>
One True Vine, LLC		01/02/2018	Limited Liability Company: 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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3399875	LAYER CAKE	
<b>Registration Number:</b>	3778089	LAYER CAKE	
<b>Registration Number:</b>	3467362		
<b>Registration Number:</b>	4079389	LAYER CAKE ONE HUNDRED PERCENT PURE MALB	
<b>Registration Number:</b>	4859359	LAYER CAKE ONE HUNDRED PERCENT HAND CRAF	
<b>Registration Number:</b>	3800333	CHERRY PIE	
<b>Registration Number:</b>	4589916	CHERRY TART	
<b>Registration Number:</b>	4238402	IF YOU SEE KAY	
<b>Registration Number:</b>	4199405		
<b>Registration Number:</b>	3609302	PURE LOVE WINES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7075264707		
<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>	(707) 526 4200		
<b>Email:</b>	jdawson@cmprlaw.com		
<b>Correspondent Name:</b>	Carle, Mackie, Power & Ross LLP		
<b>Address Line 1:</b>	100 B Street, Suite 400		
<b>Address Line 2:</b>	John B. Dawson		

OP \$265.00 3399875

**Address Line 4:** Santa Rosa, CALIFORNIA 95401

**NAME OF SUBMITTER:** John B. Dawson

**SIGNATURE:** /John B. Dawson/

**DATE SIGNED:** 02/05/2018

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is dated as of January 2, 2018 (the “**Effective Date**”), by and between One True Vine, LLC, a California limited liability company (“**Assignor**”), and Vintage Wine Estates, Inc., a California corporation (“**Assignee**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of October 6, 2017 (the “**Purchase Agreement**”) by and between the Assignor and Assignee.

### RECITALS

A. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor’s entire right, title, and interest in, to and under each of the Intellectual Property rights included in the Intellectual Property Assets, as more specifically set forth in the Purchase Agreement (the “**Assigned Intellectual Property Assets**”).

B. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignee desires to assume from Assignor all of Assignor’s entire right, title, and interest in, to and under each of the Assigned Intellectual Property Assets.

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

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee and Assignee hereby accepts all of Assignor’s entire right, title and interest in and to all of the Assigned Intellectual Property Assets set forth on Schedule A attached hereto together with all goodwill symbolized thereby and the registrations or pending applications therefor, together with all common law rights, trade name rights, causes of action, rights to sue, and rights to recover damages and payments for past, present or future infringements or misappropriations thereof throughout the world associated with the Assigned Intellectual Property Assets.

2. Assignor’s Use and Enjoyment. The rights, title and interest assigned under Section 1 above shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Rights to Record. Assignor hereby grants Assignee a power of attorney to file this Assignment before the United States Patent and Trademarks Office and any other government office or agency, any private registrar, or and any country or countries foreign to the United States, if and where applicable, to effect the assignment of Assigned Intellectual Property Assets hereunder in the name of the Assignee. Assignor agrees to execute such further documents as are reasonably necessary to record this Assignment before the applicable registrars.

4. Governing Law. This Assignment and all matters arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

5. Instrument of Conveyance Only. This Assignment is being made by Assignor and Assignee pursuant to the requirements of the Purchase Agreement, the terms and conditions of which are incorporated herein by this reference, and this Assignment shall be subject to such terms and conditions. Except for the actual conveyance of the Assigned Intellectual Property Assets as set forth in Section 1 of this Assignment, nothing set forth in this Assignment is intended to or shall expand, enlarge, modify, restrict, limit, or abridge any of the terms, representations, warranties, covenants, conditions, agreements, provisions, rights, benefits, obligations or liabilities of Assignor or Assignee beyond that set forth in the Purchase Agreement. In the event of any conflict, ambiguity or discrepancy between the terms or conditions of the Purchase Agreement and this Assignment, the terms and conditions of the Purchase Agreement shall be controlling in all respects. Assignor and Assignee acknowledge that any breach of this Assignment is subject to the provisions of Article VIII of the Purchase Agreement.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


7. Binding Effect. This Assignment shall be binding and inure to the benefit of the parties and their respective successors and permitted assigns.

8. Further Assurances. Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

**“ASSIGNOR”**                      **ONE TRUE VINE, LLC**

By:   
Name: Jayson Woodbridge  
Title: Manager

**“ASSIGNEE”**                      **VINTAGE WINE ESTATES, INC.**

By: \_\_\_\_\_  
Pat Roney, President

*[Signature Page to Intellectual Property Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

“ASSIGNOR”

ONE TRUE VINE, LLC

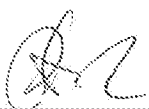
By: \_\_\_\_\_

Name: Jayson Woodbridge

Title: Manager

“ASSIGNEE”

VINTAGE WINE ESTATES, INC.

By:  \_\_\_\_\_

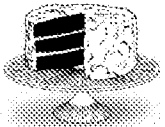
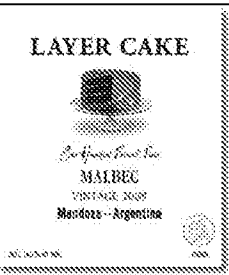

Pat Roney, President


*[Signature Page to Intellectual Property Assignment]*

**SCHEDULE A**

**ASSIGNED INTELLECTUAL PROPERTY ASSETS**

**A. Trademarks**

<b>Country</b>	<b>Reg. No./Ser. No./App. No.</b>	<b>Mark</b>	<b>Status</b>	<b>Class/Goods</b>
USA	Reg. No. 3,399,875 issued March 18, 2008	<b>LAYER CAKE</b>	Registered	Class 33: white wine, red wine
USA	Reg. No. 3,778,089 issued April 20, 2010	<b>LAYER CAKE</b>	Registered	Class 33: Wines
USA	 Reg. No. 3,467,362 issued July 15, 2008	<b>LAYER CAKE (Design)</b>	Registered	Class 33: Wines
USA	 Reg. No. 4,079,389 issued January 3, 2012	<b>LAYER CAKE ONE HUNDRED PERCENT PURE MALBEC VINTAGE 2009 MENDOZA ~ ARGENTINA ALC. 14.2% BY VOL. PURE LOVE WINES 750 ML (Words + Design)</b>	Registered	Class 33: Wines
USA	 Reg. No. 4,859,359 issued November 24, 2012	<b>LAYER CAKE ONE HUNDRED PERCENT HAND CRAFTED SEA OF STONES RED WINE BLEND (Words + Design)</b>	Registered	Class 33: Wine
USA	Reg. No. 3,800,333 issued June 8, 2010	<b>CHERRY PIE</b>	Registered	Class 33: Wines

<b>Country</b>	<b>Reg. No./Ser. No./App. No.</b>	<b>Mark</b>	<b>Status</b>	<b>Class/Goods</b>
USA	Reg. No. 4,589,916 issued August 19, 2014	<b>CHERRY TART</b>	Registered	Class 33: Wine
USA	Reg. No. 4,238,402 issued November 6, 2012	<b>IF YOU SEE KAY</b>	Registered	Class 33: Wines
USA	 Reg. No. 4,199,405 issued August 28, 2012	<b>IF YOU SEE KAY (Design)</b>	Registered	Class 33: Wines
USA	Reg. No. 3,609,302 issued April 21, 2009	<b>PURE LOVE WINES</b>	Registered	Class 33: Wines
USA	None	<b>SEA OF STONES</b>	Common law	Class 33: Wines
USA	None	<b>THE BEAST</b>	Common law	Class 33: Wines
USA	None	<b>DEEP ROOTS RESERVE</b>	Common law	Class 33: Wines
USA	None	<b>HUCKLEBERRY SNODGRASS VINEYARD</b>	Common law	Class 33: Wines
USA	None	<b>ONE HUNDRED PERCENT HAND CRAFTED</b>	Common law	Class 33: Wines
USA	None	<b>VIRGIN CHARDONNAY</b>	Common law	Class 33: Wines
USA	None	<b>ONE HUNDRED PERCENT PURE</b>	Common law	Class 33: Wines
USA	None	<b>THREE VINEYARDS</b>	Common law	Class 33: Wines



<b>Country</b>	<b>Reg. No./Ser. No./App. No.</b>	<b>Mark</b>	<b>Status</b>	<b>Class/Goods</b>
Australia	946750 1218395	<b>LAYER CAKE</b>	Registered	Class 33
Australia	966770 1251786	<b>LAYERED CAKE ON CAKE STAND (Design)</b>	Registered	Class 33
Australia	944475 1215112	<b>PURE LOVE WINES</b>	Registered	Class 33
Australia	1503621	<b>IF YOU SEE KAY</b>	Registered	Class 33
Australia	1503617	<b>IF YOU SEE KAY (Design)</b>	Registered	Class 33
Australia	1671459	<b>SEA OF STONES</b>	Registered	Class 33
Australia	1741833	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Published	Class 33
Canada	1374226 TMA737855	<b>LAYER CAKE</b>	Registered	Class 33
Canada	1396901 TMA737855	<b>LAYER CAKE ON CAKE STAND (Design)</b>	Registered	Class 33
Canada	1369159 TMA759519	<b>PURE LOVE WINES</b>	Registered	Class 33
Canada	1453118 TMA824568	<b>CHERRY PIE</b>	Registered	Class 33
Canada	1587227 TMA909849	<b>IF YOU SEE KAY</b>	Registered	Class 33
Canada	1587562 TMA909847	<b>IF YOU SEE KAY (Label Design)</b>	Registered	Class 33
Canada	1709177 TMA959985	<b>SEA OF STONES</b>	Registered	Class 33
Canada	1751522 TMA965965	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Registered	Class 33

Country	Reg. No./Ser. No./App. No.	Mark	Status	Class/Goods
China	946750	LAYER CAKE	Registered	Class 33
China	967770	LAYERED CAKE ON CAKE STAND (Design)	Registered	Class 33
China		PURE LOVE WINES	Refused/Removed	Class 33
China	11288323	IF YOU SEE KAY	Registered	Class 33
China	11308961	IF YOU SEE KAY (Label Design)	Registered	Class 33
China	1278532	LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND	Registered	Class 33
European Union	946750	LAYER CAKE	Registered	Class 33
European Union	966770	LAYERED CAKE ON CAKE STAND (Design)	Registered	Class 33
European Union	944475	PURE LOVE WINES	Registered	Class 33
European Union	011062965	IF YOU SEE KAY	Registered	Class 33
European Union	011062924	IF YOU SEE KAY (Label Design)	Registered	Class 33
European Union	1278532	LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND	Registered	Class 33
India	1631017	LAYER CAKE	Registered	Class 33
India	1691779	LAYER CAKE (Design)	Registered	Class 33

Country	Reg. No./Ser. No./App. No.	Mark	Status	Class/Goods
India	2369630	<b>IF YOU SEE KAY</b>	Registered	Class 33
India	2369631	<b>IF YOU SEE KAY (Label Design)</b>	Pending	Class 33
India	1278532 3281693	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Registered	Class 33
*Int'l Registration – Madrid Protocol Only	946750	<b>LAYER CAKE</b>	Registered	Class 33
*Int'l Registration – Madrid Protocol Only	966770	<b>LAYERED CAKE ON CAKE STAND (Design)</b>	Registered	Class 33
*Int'l Registration – Madrid Protocol Only	944475	<b>PURE LOVE WINES</b>	Registered	Class 33
*Int'l Registration – Madrid Protocol Only	1278532	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Registered	Class 33
Japan	946750	<b>LAYER CAKE</b>	Registered	Class 33
Japan	966770	<b>LAYERED CAKE ON CAKE STAND (Design)</b>	Registered	Class 33
Japan	944475	<b>PURE LOVE WINES</b>	Registered	Class 33
Japan	1278532	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Pending	Class 33

Country	Reg. No./Ser. No./App. No.	Mark	Status	Class/Goods
Mexico	1590806 1549540	<b>LAYER CAKE</b>	Registered	Class 33
Mexico	1590810 1550612	<b>CHERRY PIE</b>	Registered	Class 33
Mexico	1590813 1551569	<b>IF YOU SEE KAY</b>	Registered	Class 33
Mexico	1278532	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Registered	Class 33
New Zealand	962444	<b>IF YOU SEE KAY</b>	Registered	Class 33
New Zealand	962441	<b>IF YOU SEE KAY (Label Design)</b>	Registered	Class 33
New Zealand	1013175 1233388	<b>SEA OF STONES</b>	Registered	Class 33
New Zealand	1278532	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Registered	Class 33
Singapore	946750 T0800229E	<b>LAYER CAKE</b>	Registered	Class 33
Singapore	966770 T0809555B	<b>LAYERED CAKE ON CAKE STAND (Design)</b>	Registered	Class 33
Singapore	944475 T0723609H	<b>PURE LOVE WINES</b>	Registered	Class 33
Singapore	1278532 40201522524U	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Registered	Class 33

Country	Reg. No./Ser. No./App. No.	Mark	Status	Class/Goods
Switzerland	1278532	<b>LAYER CAKE One Hundred Percent Hand Crafted SEA OF STONES RED WINE BLEND</b>	Pending	Class 33

Including any and all common law trademark, and other rights of Assignor accruing by virtue of authorship, ownership, and/or use by Assignor anywhere in the world of the above-referenced mark, together with all applications, registrations, renewals and extension rights, and right to file applications and obtain registrations in Assignee's name.

## **B. Copyrights**

VA0001871693 – (IF YOU SEE KAY label design)

Any and all registered and unregistered copyrights in all copyrightable (1) label designs for all products associated with the products set forth in Section (A) above, (2) product descriptions, and (3) text and graphics appearing on the [www.layercakewines.com](http://www.layercakewines.com), [www.cherrypiewines.com](http://www.cherrypiewines.com) and [www.ifyouseekaywines.com](http://www.ifyouseekaywines.com) websites.

## **C. Domain Names**

[www.layercakewines.com](http://www.layercakewines.com)  
[www.cherrypiewines.com](http://www.cherrypiewines.com)  
[www.ifyouseekaywines.com](http://www.ifyouseekaywines.com)

## **D. Websites**

The websites located at the following web addresses, including all content therein:

[www.layercakewines.com](http://www.layercakewines.com)  
[www.cherrypiewines.com](http://www.cherrypiewines.com)  
[www.ifyouseekaywines.com](http://www.ifyouseekaywines.com)

## **E. Trade Names**

Layer Cake  
Layer Cake Wines  
Cherry Pie  
Cherry Pie Wines  
If You See Kay  
If You See Kay Wines  
Pure Love Wines