

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Firehouse, LLC		01/12/2018	Limited Liability Company: WASHINGTON
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2404858	TAMARACK CELLARS	
Registration Number:	4892188	TAMARACK CELLARS FIREHOUSE RED	
Registration Number:	4837064	BALANCING ACT	
Serial Number:	86429721	FIREHOUSE RED	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(707) 526 4200		
Email:	jdawson@cmprlaw.com		
Correspondent Name:	Carle Mackie Power & Ross LLP		
Address Line 1:	100 B Street, Suite 400		
Address Line 2:	John B. Dawson		
Address Line 4:	Santa Rosa, CALIFORNIA 95401		
NAME OF SUBMITTER:	John B. Dawson		
SIGNATURE:	/John B. Dawson/		
DATE SIGNED:	02/05/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of January 12, 2018 (the "Effective Date"), by and between Firehouse, LLC, a Washington 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 January 2, 2018 (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 trademarks and associated rights set forth in Schedule A attached hereto (collectively, the "Trademarks").

B. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignee desires to acquire and assume from Assignor all of Assignor's entire right, title, and interest in, to and under the Trademarks.

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 Trademarks 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 Trademarks.

2. 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.

[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"

FIREHOUSE, LLC

By: *Russell Cole*

Name: RON COLEMAN

Title: MANAGER

"ASSIGNEE"

VINTAGE WINE ESTATES, INC.

By: _____

Pat Roney, President

[Signature Page to Trademark 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"

FIREHOUSE, LLC

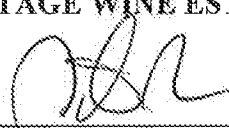
By: _____

Name: _____

Title: _____

"ASSIGNEE"

VINTAGE WINE ESTATES, INC.

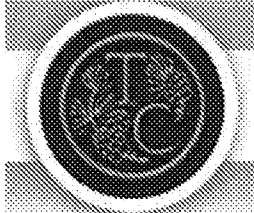
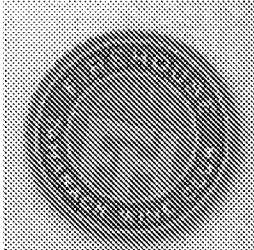
By:  _____

Pat Roney, President

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS

Country	Reg. No./Ser. No.	Mark	Status	Class/Goods
USA	2,404,858	TAMARACK CELLARS	Registered	33 – Wine
USA	4,892,188	TAMARACK CELLARS FIREHOUSE RED	Registered	33 – Wine
USA	86-429,721	FIREHOUSE RED	Pending Application	33 – Wine
USA	4,837,064	BALANCING ACT	Registered	33 - Wine
USA	Not Applicable		Common Law	33 - Wine
USA	Not Applicable		Common Law	35 – Wine club services

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