

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460933

<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86352950	BAROSSA JACK	
<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		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401		
<b>NAME OF SUBMITTER:</b>	John B. Dawson		
<b>SIGNATURE:</b>	/John B. Dawson/		
<b>DATE SIGNED:</b>	02/05/2018		
<b>Total Attachments: 5</b>			
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OP \$40.00 86352950



## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into 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**”).

### RECITALS

A. Assignor is the owner of, and has used and/or intended to use, the trademark BAROSSA JACK, which is the subject of a pending application that it filed with the United States Patent and Trademark Office based on its bona fide intent to use such mark in commerce, U.S. Trademark Serial No. 86-352,950 in International Class 33 for “Wine,” as identified on Schedule A attached hereto, as well as certain trade dress, label designs, patterns, copyrights, drawings, trade secrets, formulas, recipes, winemaking protocols, know-how, methods, processes, compositions, and ingredient lists related thereto also identified on Schedule A (collectively, the “**Trademark**”).

B. Reference is made to that certain Asset Purchase Agreement dated as of October 6, 2017 (the “**Purchase Agreement**”) by and between the Assignor and Assignee, pursuant to which Assignee is acquiring from Assignor all rights, title, and interest in the Trademark, and the Parties seek to file and record this Assignment in connection therewith.

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

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 sells, assigns, transfers, and conveys to Assignee and Assignee hereby accepts all of Assignor’s entire right, title, and interest in and to the Trademark set forth on Schedule A attached hereto as part of the entire business or portion thereof to which the Trademark pertains as 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 Trademark, all application and registration rights with respect to the Trademark, free of all liens and monetary encumbrances, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, 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, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

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 Trademark 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 Trademark 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**ONE TRUE VINE, LLC,**  
a California limited liability company

By: 

Name: Jayson Woodbridge

Title: Manager

**ASSIGNEE:**

**VINTAGE WINE ESTATES, INC.,** a  
California corporation

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

Pat Roney, President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**ONE TRUE VINE, LLC,**  
a California limited liability company

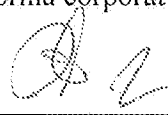
By: \_\_\_\_\_

Name: Jayson Woodbridge

Title: Manager

**ASSIGNEE:**

**VINTAGE WINE ESTATES, INC.,** a  
California corporation

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

**SCHEDULE A**

**Trademark**

**A. Trademark**

Country	Reg. No./Ser. No./App. No.	Mark	Status	Class/Goods
USA	Ser. No. 86-352,950	<b>BAROSSA JACK</b>	Pending	Class 33: Wine
Canada	1455116 TMA824567	<b>BAROSSA JACK</b>	Registered	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**

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 any associated website of Assignor.

**C. Label Design**

Label design for BAROSSA JACK branded wine as represented in labels set forth below:

COLA Number 09253-003-000004, issued 09/15/2009

