

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470373

<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>
J3 Wine Partners, LLC		04/04/2018	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 Rose		
<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>	87840200	FORTNIGHT	
<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@Irico.com		
<b>Correspondent Name:</b>	Angie Gregory		
<b>Address Line 1:</b>	438 E. Quail Run Ct.		
<b>Address Line 4:</b>	Wichita, KANSAS 67219		
<b>NAME OF SUBMITTER:</b>	Angie Gregory		
<b>SIGNATURE:</b>	/Angie Gregory/		
<b>DATE SIGNED:</b>	04/18/2018		
<b>Total Attachments: 2</b>			
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source=FORTNIGHT Assignment#page2.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of April 4, 2018, is entered into by and between J3 Wine Partners, LLC, a California limited liability company of California ("Assignor") and Vintage Wine Estates, Inc., a California corporation ("Assignee").

WHEREAS, Assignor is J3 Wine Partners, LLC, a California limited liability company, the owner of the mark FORTNIGHT, which mark is the subject of U.S. Trademark Application Serial No. 87/840,200 filed March 29, 2018, in International Class 33 for "wine" ("Assigned Trademark").

WHEREAS, pursuant to a certain Asset Purchase Agreement, dated as of March 29, 2018 (the "Asset Purchase Agreement"), between Seller and Buyer (as defined therein), Seller and Buyer have agreed to sell to Buyer, and Buyer has agreed to purchase from Seller the Assigned Trademark.

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

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Assignee, all of such Assignor's right, title, and interest in and to the Assigned Trademark, including all goodwill associated therewith and symbolized thereby, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademark and of this Assignment, and the right to initiate other proceedings before all governmental authorities with respect to such Assigned Trademark.

3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment, and in particular to record the assignment of U.S. Trademark Application Serial No. 87/840,200 to Assignee.

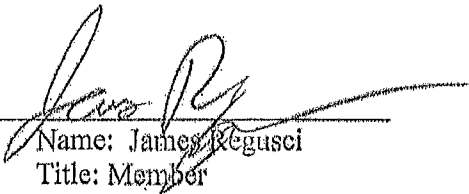
4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of California applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

5. Asset Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Asset Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Seller or Buyer as set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.


**ASSIGNOR:**

J3 Wine Partners, LLC,  
a California Limited Liability Company

By:   
Name: James Regusci  
Title: Member

**ASSIGNEE:**

Vintage Wine Estates, Inc.,  
a California corporation

By:   
Name: Pat Roney  
Title: President