

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
24 Seven Enterprises, Inc.		04/06/2020	Corporation: NEW YORK
Pronimbus, LLC		04/06/2020	Limited Liability Company: CALIFORNIA
Vynapse, LLC		04/06/2020	Limited Liability Company: CALIFORNIA
Vin-Go, LLC		04/06/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wineshipping.com LLC
Street Address:	50 Technology Court
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94558
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5869929	BIG TOOLS FOR SMALL RETAILERS
Registration Number:	5064668	PRONIMBUS
Registration Number:	5410691	VINGO
Registration Number:	5333878	WINE LOGISTICS MADE EASY
Registration Number:	5572390	24 SEVEN ENTERPRISES

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2138915031

Email: jreider@buchalter.com, ipdocket@buchalter.com

Correspondent Name: Jessie K. Reider, CA Bar No. 237113

Address Line 1: 1000 Wilshire Blvd., Suite 1500

Address Line 2: Buchalter

Address Line 4: Los Angeles, CALIFORNIA 90017

TRADEMARK

NAME OF SUBMITTER:	Jessie K. Reider, CA Bar No. 237113
SIGNATURE:	/jkr/
DATE SIGNED:	04/10/2020
Total Attachments: 6 source=15 Intellectual Property Assignment.Executed#page1.tif source=15 Intellectual Property Assignment.Executed#page2.tif source=15 Intellectual Property Assignment.Executed#page3.tif source=15 Intellectual Property Assignment.Executed#page4.tif source=15 Intellectual Property Assignment.Executed#page5.tif source=15 Intellectual Property Assignment.Executed#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**IP Assignment**”), dated as of April 6, 2020, is by and between 24 Seven Enterprises, Inc., a New York corporation (“**24 Seven**”), Vin-Go, LLC, a California limited liability company (“**Vin-Go**”), Pronimbus, LLC, a California limited liability company (“**Pronimbus**”), Vynapse, LLC, a California limited liability company (“**Vynapse**”, and together with 24 Seven, ProNimbus and Vin-Go, collectively, “**Assignor**”), and Wineshipping.com LLC, a California limited liability company (“**Assignee**”).

RECITALS

WHEREAS, each Assignor owns, has used in its business and/or has rights, title and/or interest in, as applicable, the trademarks identified in **EXHIBIT A** herein, attached hereto and incorporated by this reference, and the goodwill symbolized by the trademarks and all common law rights thereto, and the business represented by each trademarks, and the applications and registration referenced therein, as well as all rights to recover for past infringement (“**Marks**”) as well as the domain names (“**Domains**”), social media accounts, copyrights, patents, and other intellectual property identified in **EXHIBIT A**, attached hereto and incorporated by this reference, (together with the Marks and the Domains, the “**Intellectual Property**”); and

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee, DTC Logistics, LLC, a Delaware limited liability company, Pronimbus, 24 Seven MO, Inc., a Delaware corporation, We Ship Express, Inc., a New York corporation, 24 Seven Enterprises NV, Inc., a Nevada corporation, James Delaney, an individual and as Sellers’ Representative, and Mary Beth Delaney, an individual, Assignor has conveyed, transferred and assigned Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment.

AGREEMENT

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

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all right title and interest in and to the Intellectual Property and the Marks, together with the goodwill symbolized by the Marks, and all common law rights relating thereto, as well as all applications and registrations covering the Intellectual Property and the Marks, any accounts that hold the Intellectual Property, all rights to recover for past infringement, and the business represented by the Marks.

2. Domains. The Domains are held in, as applicable, the accounts referenced in **EXHIBIT B**, attached hereto and incorporated by this reference, under the account numbers identified in **EXHIBIT B**. The logins for the registrar accounts are as set forth in **EXHIBIT B**, respectively and the passwords are as set forth in **EXHIBIT B**, respectively. Assignor acknowledges that Assignee will use the registrar account login information to take control of the Domains.

3. Conflicts with Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants, indemnities and agreements set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this IP Assignment, nothing herein is intended to, nor shall it, diminish,

extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Further Assurances. Assignor agrees to execute and deliver without further consideration such further instruments and other documents, and to cooperate with Assignee in any manner as may be reasonably required by Assignee to vest all rights, title, and interest in and to the Intellectual Property in Assignee and to effectuate the purpose and intent of this Agreement so that the transfer of the Intellectual Property to the Assignee, including the Domains, is recorded in the appropriate registrar for the Domains, and to provide the relevant login information or passwords to Assignee to have unfettered access to the Intellectual Property. Assignor further agrees to undertake whatever actions are reasonably required by the registrar of the Domain, including, without limitation, the initiation of the transfer process and removal of any registrar locks, to effectuate the transfer of ownership of the Domains to Assignee so that Assignee will be the sole registered owner of the Domains and the Domains will be registered on whatever domain name registrar that the Assignee shall designate.

5. Patents. With regard to any patents, Assignor hereby sells, assigns, transfers, and sets over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest, in and for the United States and all foreign countries, in and to the patents that are Intellectual Property and any and all non-provisional, divisional, continuing, substitute, renewal, reissue, re-examination, extensions, certificates, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions or to which the benefits of the priority date of said application is or will be claimed; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said inventions including all rights under the International Convention for the Protection of Industrial Property to be held and enjoyed by Assignee for its own use and the use of its successors, legal representatives and assigns to the full term or terms for which Letters Patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had the assignment not been made. Assignor agrees that Assignee may apply for and receive Letters Patent in this or any other countries for said inventions in its own name.

6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Amendment; Waiver. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this IP Assignment or, in the case of waiver, by the party waiving compliance.

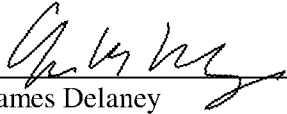
8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

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

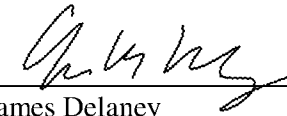
ASSIGNORS:

24 SEVEN ENTERPRISES, INC.,
a New York corporation

By: 
Name: James Delaney
Title: President

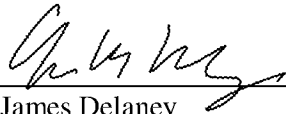
VIN-GO, LLC,
a California limited liability company

By: We Ship Express, Inc.,
a New York corporation,
its Member and Manager

By: 
Name: James Delaney
Title: President

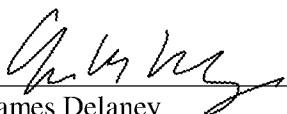
VYNAPSE, LLC,
a California limited liability company

By: 24 Seven Holdings, Inc.,
a Florida corporation,
its Member and Manager

By: 
Name: James Delaney
Title: President

PRONIMBUS, LLC,
a California limited liability company

By: 24 Seven Holdings, Inc.,
a Florida corporation,
its Member and Manager

By: 
Name: James Delaney
Title: President

IN WITNESS WHEREOF, the Parties have executed this IP Assignment as of the date first above written.

ASSIGNEE:

WINESHIPPING.COM LLC,
a California limited liability company

By: DTC Logistics, LLC,
a Delaware limited liability company,
its Member and Manager

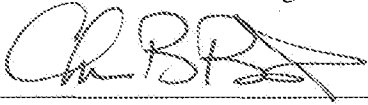
By: 
Name: Charles Baxter
Title: Manager

EXHIBIT A
Marks and Intellectual Property

Marks:

1. "Big Tools for Small Retailers" under Reg. No. 5,869,929
2. "Pronimbus" under Reg. No. 5,064,668
3. "Vingo" under Reg. No. 5,410,691
4. "Wine Logistics Made Easy" under Reg. No. 5,333,878
5. "24 Seven Enterprises" under Reg. No. 5,572,390

EXHIBIT B

Domain Account Information