## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
		Name	Execution Date	
Jonathan Chiott			06/18/2010	
RECEIVING PARTY DATA				
Name:	Brandon Holding Company, LLC			
Street Address:	2324 Vernon Drive			
City:	Charlotte			
State/Country:	NORTH CAROLINA			
Postal Code:	28211			
PROPERTY NUMBERS Total: 1				
Property Type		Number		
Application Number: 29375		5991		
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NAME OF SUBMITTER:		R. Brian Johnson		
Total Attachments: 3 source=Assignment_Brandon#page1.tif source=Assignment_Brandon#page2.tif source=Assignment_Brandon#page3.tif				

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>") is entered into as of June 18, 2010 (the "<u>Effective Date</u>") by JONATHAN CHIOTT, an individual residing in Charlotte, North Carolina ("<u>Assignor</u>") in favor of BRANDON HOLDING COMPANY, LLC, a North Carolina liability company ("<u>Assignee</u>");

WHEREAS, Assignor is the sole member of Assignee and wishes to contribute certain of his intellectual property and the rights therein to Assignee;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest held by Assignor (to the extent Assignor is contractually able) in and to the following:

#### 1. <u>Trademarks</u>.

(a) that certain standard character word mark "0210," filed with the United States Patent and Trademark Office on October 13, 2009, as U.S. Serial No. 77/847,451 and published for opposition on March 23, 2010 (the "Mark");

(b) any and all registrations of the Mark, including renewals and extensions thereof, whether state, federal or foreign, including but not limited to International Registration No. 1037098 and marks registered by countries designated therein;

(c) any and all applications to register the Mark, whether state, federal or foreign;

(d) all common law rights in, to and under the Mark;

(e) all other rights in, to and under the Mark, together with the goodwill symbolized by the Mark;

(f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Mark; and

(g) all claims or causes of action Assignor has or may have in connection with the Mark, including, without limitation, the right to sue and recover damages for any and all past infringements or dilutions of any of the Mark.

### 2. <u>Inventions and Patents</u>.

(a) any and all Inventions of Assignor related to the formulas and production methods for a certain blackberry/raspberry infused XO cognac and to the design and design concept for certain sculpted bottles and carafes in the form of a female figure in an evening gown (collectively, the "<u>Inventions</u>");

(b) any and all Patent Applications and issued Patents claiming said Inventions, whether in the form of design patent claims or utility patent claims, including all rights of priority; all continuation, divisional, continuation-in-part and substitute Patent Applications that may be filed there for in the United States and in foreign countries; and all original, reissued, and reexamined Letters Patent that may issue from the original, continuation, divisional, continuation-in-part and substitute

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applications in the United States and in foreign countries; and

(c) the rights to all income derived from the Patents, including the right to sue for past infringement thereof and to recover all damages in connection with such infringement.

### 3. <u>Copyrights</u>

(a) all copyrights in original works related to the above mentioned female figure in an evening gown (the "Work");

(b) any and all copyright applications filed in the United States and in foreign countries for the Work;

(c) any copyright registrations resulting from the copyright applications, as well as renewals and extensions thereto, and in and to any derivative works thereof, as well as registrations in any foreign countries that may be granted therefor or thereon, for the full extent of the term for which said copyright and copyright registration may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with applicable international conventions; and

(d) all common law rights associated with the Work in the United States and in foreign countries.

#### 4. Intellectual Property.

(a) all know-how, trade secrets, confidential information, customer lists, software (to the extent the same is assignable), technical information, data, databases, process technology, proprietary formulae, plans, drawings, blue prints, designs (including industrial designs), and all other proprietary or intellectual property rights of Assignor related to the Mark and the Patents (collectively, the "Intellectual Property");

(b) all other rights in, to and under the Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by such Assignor had this assignment and transfer not been made;

(c) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property;

(d) all claims or causes of action that Assignor has or may have in connection with the Intellectual Property, including, without limitation, the right to sue and recover damages for any and all past infringements or misappropriations of any of the Intellectual Property; and

(e) all rights to apply for further Intellectual Property rights arising out of, or in any way related to, the Intellectual Property transferred by this Agreement, including all inventions and discoveries, whether patentable or unpatentable.

Assignor hereby further agrees and promises to execute all instruments and render reasonable assistance to confirm in Assignee legal title to any of the foregoing without charge to Assignee. The rights granted hereby shall be held and enjoyed by Assignee, for its own use, and for its successors, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by a duly authorized representative as of the date first above written.

Jonathan Chiott

IP ASSIGNMENT - J. CHIOTT TO BRANDON HOLDING COMPANY, LLC

## **RECORDED: 03/31/2011**

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