## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

# CONVEYING PARTY DATA

Name	Execution Date
Brandon Holding Company, LLC	06/21/2010

#### RECEIVING PARTY DATA

Name:	0210, LLC
Street Address:	401 N. Tryon Street
Internal Address:	10th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29376029

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 4550.012

NAME OF SUBMITTER: R. Brian Johnson

#### Total Attachments: 4

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> PATENT REEL: 026611 FRAME: 0515

OF \$40.00 293/60

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>") is entered into as of June 21, 2010 (the "<u>Effective Date</u>") by BRANDON HOLDING COMPANY, LLC, a North Carolina limited liability company ("<u>Assignor</u>") in favor of 0210, LLC, a North Carolina liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to a Subscription Agreement, dated as of the date hereof, pursuant to which Assignor has agreed to assign certain of its intellectual property and the rights therein to Assignee in consideration for the issuance to Assignor of 19,500 Class A Units of 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. Trademarks.

- (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. Inventions and Patents.

- (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 "Inventions");
- (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 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. Copyrights

- (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. <u>Intellectual Property</u>.

- (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.

[signature page follows]

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

BRANDON HOLDING COMPANY, LLC

By:\_

Jonathan Chiott, Sole Manager

IP ASSIGNMENT – BRANDON HOLDING COMPANY, LLC TO 0210, LLC