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LAW OFFICES OF MICHAEL MACHAT

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MEMO 7-9-98



July 9, 1998

07-16-1998



100765702

Commissioner of Patents and Trademarks
Washington, D.C. 20231
Attn: Assignment Branch

Re: Recordation of Assignment of US Trademark Application 75-011,237

Sir:

Enclosed for recordal is an assignment dated June 22, 1998, from Steven Bryant of both US trademark application serial number 75-011,237 and Australian Trademark registration 662389 to Michael Machat.

The address of Michael Machat is 1875 Century Park East, Suite 600, Los Angeles, CA 90067. Please note that the assignee is a US Citizen.

The recordal fee of \$65.00 prescribed by 37 C.F.R. § 2.6(b)(6) is submitted herewith

Proof of title to the US trademark application and the foreign trademark is attached.

Please return the recorded assignment to the undersigned.

I declare that to the best of my knowledge and belief, the information contained in this letter is true and correct and that all copies of the documents submitted are true copies of the original documents.

Yours very truly,

Michael Machat
1875 Century Park East, Suite 600
Los Angeles, CA 90067
Tel: (310) 551-3030

07/16/1998 DNGUYEN 00000075 75011237
01 FC:481 40.00 OP
02 FC:482 25.00 OP

SETTLEMENT AGREEMENT

This is a Settlement Agreement between MICHAEL MACHAT, an individual and citizen of the United States of America, doing business at 1875 Century Park East, Suite 600, Los Angeles, CA, 90067 USA (hereinafter "MACHAT") and STEVEN BRYANT, an individual and citizen of Australia, doing business at On Line Design, Level 3, 357 Military Road, Cremorne 2090, Australia (hereinafter "BRYANT")

WHEREAS, BRYANT, has obtained a trademark registration in Australia of the mark, "BLOODY VAMPIRE", Australian Trademark No. 662389 for Alcoholic Beverages;

WHEREAS, BRYANT, has filed in the United States Patent and Trademark Office an Application, Serial No. 75-011,237 to register the mark "BLOODY VAMPIRE" for Alcoholic Beverages, namely prepared Alcoholic Cocktails consisting of white rum and tomato juice;

WHEREAS, MACHAT, has been using the mark "VAMPIRE" on wines in various countries since February 10, 1988, and is now using the mark in the United States of America on wines;

WHEREAS, MACHAT believes that the use of the BLOODY VAMPIRE mark by BRYANT in the United States would result in confusion among the purchasing public into believing that Bloody Vampire Alcoholic Beverages emanate from or are authorized by MACHAT or that there is a connection or relationship between BRYANT and MACHAT and/or the source of BRYANT'S alcoholic beverages and MACHAT'S wines.

WHEREAS, BRYANT'S application before the US Patent and Trademark Office has been published for Opposition; and

WHEREAS, the parties wish to reach an amicable resolution of the issues between them.

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, the parties agree as follows:

1. BRYANT agrees to execute an Assignment in the form attached to this Settlement Agreement and identified as Exhibit A, concurrently with the execution of this Agreement, transferring ownership of both US Trademark Application Serial No. 75-011,237 and Australian Trademark No. 662389 and whatever rights BRYANT may have with respect to the BLOODY VAMPIRE mark to MACHAT at no cost or expense to BRYANT.

BRYANT also agrees to execute any other reasonably necessary documents to effectuate the transfer and assignment of his rights to MACHAT hereunder at no cost or expense to BRYANT. It is understood that various other documents may need to be signed and filed to effectuate the transfer of title to the BLOODY VAMPIRE mark.

2. BRYANT agrees that he will make no use of or attempt to register any mark containing the word "vampire" or any word confusingly similar thereto with respect to any goods or services; or take or authorize any action which would challenge or dilute MACHAT'S rights in the VAMPIRE mark.

3. In order to induce BRYANT to enter into this agreement,

MACHAT, concurrently with the execution of this agreement, shall pay to BRYANT a sum in the amount of \$8,000.00 (Eight thousand United States Dollars.)

4. This agreement contains the entire understanding between the parties and may not be altered or amended unless in writing and signed by both parties.

5. This agreement shall be interpreted according to the laws of the State of California concerning agreements entered into within the State of California and any and all disputes between the parties shall be heard before the Courts of the State of California.

6. This agreement shall be binding upon BRYANT, his executors, heirs and assigns. BRYANT shall not assign or otherwise transfer or hypothecate this agreement without the prior written consent of MACHAT.

Dated: June 22, 1998



STEVEN BRYANT

Dated: June 5, 1998



MICHAEL MACHAT

EXHIBIT A

ASSIGNMENT

WHEREAS, STEVEN BRYANT, an individual and citizen of Australia, doing business at On Line Design, Level 3, 357 Military Road, Cremorne 2090, Australia (hereinafter "BRYANT") owns Australian trademark registration no. 662389 for the Mark "BLOODY VAMPIRE";

WHEREAS, BRYANT has filed a Section 44D trademark application for the mark "BLOODY VAMPIRE" with the US Office of Patents and Trademark, now assigned Serial No. 75/011,237;

WHEREAS, BRYANT has also filed an intent to use application for the mark "BLOODY VAMPIRE" as part of the same application No. 75/011,237 with the US Office of Patents and Trademark;

WHEREAS, BRYANT is assigning the mark in the above identified Australian registration and U.S. application as part of the entire business or portion of BRYANT's business to which the mark pertains as required by 15 U.S.C. § 1060;


WHEREAS, MICHAEL MACHAT, an individual and citizen of the United States of America, doing business at 1875 Century Park East,

Suite 600, Los Angeles, CA, 90067 USA (hereinafter "MACHAT"), the successor of the ongoing and existing portion of BRYANT'S business to which the mark pertains, is desirous of acquiring the BLOODY VAMPIRE trademark and the pending U.S. trademark application therefor;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, STEVEN BRYANT does hereby sell, assign, transfer and set over to MICHAEL MACHAT all right, title and interest in and to the trademark BLOODY VAMPIRE and the goodwill of that portion of the business symbolized thereby.

The U.S. Commissioner of Patents and Trademarks is requested to issue the Certificates of Registration to said assignee, MICHAEL MACHAT.

IN WITNESS WHEREOF, STEVEN BRYANT has caused this Assignment to be executed this 22nd day of June, 1998 at Sydney, Australia.


STEVEN BRYANT

Commonwealth of Australia)
State of New South Wales)
City of Sydney) s.s.:
Consulate General of the)
United States of America)

On June 22, 1998 before me the undersigned Consul of the United States of America personally appeared **Steven Bryant** known to me to be the person(s) whose name(s) is / are subscribed to the foregoing instrument and acknowledged that he / she / they executed the same freely and voluntarily.

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MATTHEW McKEEVER
Consul
American Consulate General
Sydney, Australia