

10-20-1998

Form PTO 1595
1-31-92

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HEET

U.S. Department of Commerce
Patent and Trademark Office

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1998 OCT -2 AM 9:49

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

T.G.I.C. IMPORTERS, INC.

10-2-98

Address: 11415 Sunshine Terrace

City: Studio City State: CA Zip: 91604

- Individual(s)
- General Partnership
- Corporation-State (CA)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

PATERNO IMPORTS, LTD.

Address: 2701 South Western Avenue

City: Chicago State: IL Zip: 60608

- Individual(s)
- General Partnership
- Corporation-State (IL)
- Other
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

1,720,583

4. Application number(s) or registrations number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1,720,583)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Wallenstein & Wagner, Ltd.

Street Address: 311 S. Wacker Drive, 53rd Floor

City: Chicago State: IL Zip: 60606-6622

6. Total number of applications and Registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account (ADDITIONAL AMOUNTS ONLY)

8. Deposit account number: 23-0280
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy M. Misch
Name of Person Signing

Nancy M. Misch.
Signature

9-28-98
Date

Total number of pages comprising cover sheet:

10/19/1998 00000131 180583

40.00 (P)

FC:461

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 11th day of February, 1996, (the "Effective Date") by and between T.G.I.C. Importers, Inc. ("T.G.I.C."), a corporation organized under the laws of the State of California, located and doing business at 11415 Sunshine Terrace, Studio City, California 91604, and Paterno Imports, Ltd. ("Paterno"), a corporation organized under the laws of the State of Illinois, located and doing business at 2701 South Western Avenue, Chicago, Illinois 60608 (collectively the "Parties).

WHEREAS, T.G.I.C. is the owner of and has adopted, used, and is using the trademark "Vina del Mar," United States Trademark Registration Number 1,720,583, for which applications and registrations have been issued from the United States Patent and Trademark Office (the "Mark"); and

WHEREAS, Paterno wishes to acquire T.G.I.C.'s right, title, and interest in and to the Mark throughout the world together with the goodwill of the business in which the Mark is used; and

WHEREAS, T.G.I.C. wishes to assign the Mark together with the goodwill of the business in which the Mark is used;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Assignment by T.G.I.C. T.G.I.C. hereby sells, grants, assigns, transfers, conveys and delivers to Paterno all of its right, title and interest in and to the Mark together with the goodwill of the business in which the Mark is used throughout the world and including the subject matter of all claims which may be obtained from the Mark for Paterno's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the same extent that those rights would have been held and enjoyed by T.G.I.C. if this Assignment had not been made; together with all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue for and collect damages for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Commissions Payable to T.G.I.C. For a period of seven (7) years from the Effective Date of this Agreement Paterno will pay T.G.I.C. a commission equal to \$1.25 for each case of wine sold bearing the Mark. The commissions will be paid quarterly within thirty days after the expiration of each quarter.

3. Recording of Paterno as Owner. T.G.I.C. authorizes and requests the respective Registrars of Trademarks to record Paterno as the owner of the entire right, title and interest in and to the Mark, for the sole use and enjoyment of Paterno, its successors, assigns or other legal representatives.

4. Warranty by T.G.I.C. T.G.I.C. represents and warrants that the Mark is free and clear of any liens, encumbrances, or claims of any kind and that T.G.I.C. has the right to assign the Mark free and clear of any liens, encumbrances, or claims of any kind. T.G.I.C. further represents and warrants that all applicable state and federal alcohol licensing and registration requirements have been satisfied in connection with the sale and importation of wines bearing the Mark.

5. Indemnification By T.G.I.C. T.G.I.C. agrees to indemnify Paterno and hold it harmless from any and all claims or penalties against or relating to the Mark that arise prior to the Effective Date of this Assignment.

6. Assistance By T.G.I.C. T.G.I.C. shall provide, at Paterno's expense, to Paterno, its successors, assigns or other legal representatives, cooperation and assistance at Paterno's request (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Mark; (2) in the prosecution or defense of any interference, oppositions, cancellation, infringement or other proceedings that may arise in connection with any of the trademark rights assigned under this Assignment, including testifying as to any facts relating to this Assignment or to the trademark rights assigned under this Agreement; (3) in obtaining any additional trademark protection in or to the Mark that Paterno may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

T.G.I.C. IMPORTERS, INC.
 By: [Signature]
 Its: PRESIDENT
 Date: 2/11/96

PATERNO IMPORTS, LTD.
 By: [Signature]
 Its: VICE PRESIDENT
 Date: 2/11/96