

12-23-1998



100928393

TR SHEET

TRADEMARKS ONLY

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

1. Name of conveying Party(ies):  
**CHATEAU ELAN, LTD.**

*MRD*  
*12-21-98*

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

Name: **DNP, INC.**

Internal Address:

Street Address: **1875 Kathy Whitworth Drive**  
City: **Braselton** State: **GA** Zip: **30517**

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

3. Nature of conveyance: **22**

- Assignment  Merger
- Security Agreement  Change of name
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State **Georgia**
- Other

Execution Date:

**December 16, 1998**

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No (Designations must be separate from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

*TM*

**1,641,801**  
**1,850,009**

**1,467,591**  
**1,593,336**

Additional numbers attached?  Yes  No

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

Name: **MICHAEL D. HOBBS, JR., ESQ.**  
Internal Address:

Street Address: **NATIONSBANK PLAZA**  
**600 Peachtree St., Ste 5200**

City: **ATLANTA**

State: **GA** Zip: **30308-2216**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41) \$ **115.00**

Enclosed

Authorized to be charged to deposit account

(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.

**MICHAEL D. HOBBS, JR., ESQ.**  
Name of Person Signing

Signature

**DECEMBER 18, 1998**

Date

12/22/1998 DMGUYEN 00000132 1641801

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

OMB No. 0651-0011 (exp. 4/94)

Total number of pages comprising cover sheet: **2**

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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# TRADEMARK ASSIGNMENT

16<sup>TH</sup> THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the day of ~~DECEMBER~~ 1998, by and between Chateau Elan, Ltd. whose business address is 1875 Kathy Whitworth Drive, Braselton, Georgia 30517 ("Assignor"), and DNP, Inc. a Georgia corporation, located at 1875 Kathy Whitworth Drive, Braselton, Georgia 30517 ("Assignee").

## WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the following registrations (hereinafter referred to as the "Mark"):

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUMMER WINE	1,641,801	April 16, 1991
CHATEAU ELAN	1,850,009	August 16, 1994
CUVEE CHARLEMANGE	1,467,591	December 1, 1987
ESSENCE DE CABERNET	1,593,336	April 24, 1990

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, along with the right to recover for damages and profits and other remedies for past infringement of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Mark, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

CHATEAU ELAN, LTD.

By: \_\_\_\_\_

Name: ANTHONY MASTANDREA  
Title: TREASURER