

05-04-1999



101028963
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Document recorded at reel/frame 1419/0724 contains an error in Registration No. 1,924,561. This document is recorded to correct an error on the stated reel.
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/03/1999 DWGUYEN 00000214 1824561

01 FC:481

40.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1891 FRAME: 0329

429.99

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

410-727-6464

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,824,561"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

J.W. Thompson Webb

Name of Person Signing

Signature

April 26, 1999

Date Signed

Assignment Of Trademark

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made as of December 22, 1995 by MASTERWINES, INC., an Illinois corporation ("Assignor"), and delivered unto MASTERWINES, LLC, a Maryland limited liability company ("Assignee").

WHEREAS, the Assignor has used the trademark "Les Jamelles" (the "Mark") in connection with the importing, marketing and sale of wine in the United States and has registered the Mark with the United States Patent and Trademark Office (Registration No. 1,924,561); and

WHEREAS, Assignee has acquired substantially all of the assets of Assignor; and

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor in and to the Mark, together with the goodwill of the goods and services identified by the Mark which is symbolized by the Mark and any and all registrations thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Mark, together with the goodwill identified and symbolized by the Mark, together with any and all registrations thereof (including, without intended limitation, the above-referenced registration with the United States Patent and Trademark Office), together with any and all claims and causes of action of Assignor which have arisen by reason of past infringements of the Mark and the right to sue for and recover damages and profits for such past infringements.

From and after the date hereof, Assignor hereby agrees that it shall not (i) take any action which is inconsistent with the ownership of the Mark by Assignee, (ii) apply for any registration of the Mark or any renewal thereof, (iii) assert any ownership rights in the Mark, (iv) assert any claim for infringement of the Mark against Assignee (or its assigns) or any other party or (v) assert at any time that the right, title and interest of Assignee in and to the Mark is invalid or that there has been any abandonment of trademark rights in the Mark by reason of this Assignment.

Assignor hereby represents and warrants to Assignee that: (i) Assignor is the sole and exclusive owner of the Mark, (ii) Assignor has the sole and exclusive right to sell, assign, transfer and convey the Mark, and the right, title and interest therein, to Assignee, (iii) Assignor has not sold, transferred, assigned, conveyed, granted, hypothecated or otherwise encumbered the Mark,

or any part thereof, and has not granted any right, license or privilege with respect to the Mark to any person other than Assignee, (iv) the use of the Mark by Assignor has not infringed upon the rights of any other party; (v) Assignor has not received any claim or notice from any party, whether oral or written, which states, in essence, that the use of the Mark infringes upon the rights of any other party and (vi) no other party is infringing upon the trademark rights in the Mark.

Assignor hereby agrees to defend, indemnify and hold Assignee (and its assigns) harmless from and against any damages, judgments, costs or expenses incurred or sustained by Assignee (or its assigns) by reason of the inaccuracy of any representation or the breach of any warranty or covenant made by Assignor herein.

Assignor hereby agrees to execute, make, acknowledge, file and deliver such further instruments, agreements, certificates and other documents as may be reasonably requested by Assignee in order to more fully vest all of the right, title and interest of Assignor in and to the Mark in Assignee or to further evidence the assignment made hereby or to otherwise effectuate the full purpose of this Assignment.

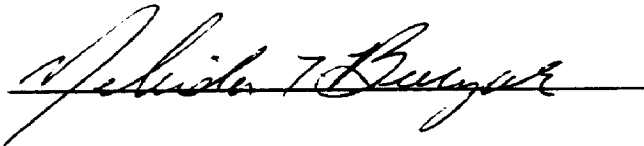
The recitals to this Assignment are incorporated herein by this reference and shall constitute a substantive part hereof.

Any and all fees, costs and expenses, of any nature whatsoever, incurred in connection with the filing or recording of this Assignment, or any other document executed in connection herewith, shall be borne by Assignee.

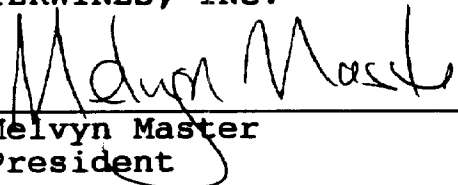
This Assignment shall be deemed to have been executed and delivered in the State of Maryland and shall be construed, interpreted and enforced in accordance with the internal laws of the State of Maryland, without application of its choice of law principles.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment, intending it to constitute an instrument under seal, as of the date set forth above.

ATTEST:



MASTERWINES, INC.

By:  (SEAL)
Melvyn Master
President

State of Colorado }
City/County of Denver }

On this 21 day of December, 1995, before me, the undersigned officer, personally appeared MELVYN MASTER, of the State of Colorado, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public

My Commission Expires: November 7, 1999
My Commission Expires: _____

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