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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

COMPAGNIE VRANKEN POUR LE HAUT COMMERCE

- Individual(s)
- General Partnership
- Corporation - France
- Other _____
- Association
- Limited Partnership

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

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

CHAMPAGNE BARANCOURT
22, rue Gambetta
51200 Bouzy, France

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - France
- Other _____

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No



10-06-1999

U.S. Patent & TMO/TM Mail Rept Dt. #64

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - License
- Merger
- Change of Name

Execution Date: October 30, 1996

4. (A.) Trademark Application No.(s)

75/153359
75/153358

4. (B.) Trademark Registration No.(s)

901376
157603

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017

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

4

7. Total fee (37 CFT 3.41): \$ 115.00

Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account
Deposit account number: 01-0035

(Attach duplicate copy of this page if paying by deposit account)

10/13/1999 NYNH11 00000164 75153359

DO NOT USE THIS SPACE

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

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.

VICTOR M. TANNENBAUM
Name of Person Signing

Signature

10/6/99

Date

Total number of pages comprising cover sheet, attachments and documents: 3

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LICENCE AGREEMENT

THIS AGREEMENT made as of the 30 day of October 1996 between **COMPAGNIE VRANKEN POUR LE HAUT COMMERCE**, of **Château des Castaignes, 51270 MONTMORT LUCY, France**, a corporation organized and existing under the laws of France (hereinafter called the "Licensor") and **CHAMPAGNE BARANCOURT**, of **22, rue Gambetta, 51150 BOUZY, France**, a corporation organized and existing under the laws of France (hereinafter called the "Licensee")

WITNESSETH

WHEREAS, the Licensor is the proprietor of the trademarks registered in **United States** :

- ▶ **DRY MONOPOLE HEIDSIECK & CO (label) No. 901376**
- ▶ **HEIDSIECK & CO - DRY MONOPOLE (label) No. 75/153359**
- ▶ **HEIDSIECK & CO - RED TOP MONOPOLE (label) No. 75/153358**
- ▶ **MONOPOLE No. 157603**

for products of international class 33

and

WHEREAS, the Licensee is desirous of using the said trademarks upon and in connection with all the goods for which they are registered in **United States** ;

IT IS AGREED

1. The Licensor hereby licenses **CHAMPAGNE BARANCOURT** to use the said trademarks in connection with all the goods for which they are registered subject to the following conditions :

- the Licensee shall use the afore-mentioned trademarks only so long as the Licensor controls the Licensee and is therefore able to control the quality of the goods sold under the marks and is able to control the use of the marks themselves.

.../...

- the Licensee shall manufacture and sell goods under the afore mentioned trademarks that will meet the quality standards of the Licensor and the Licensor will have the right to inspect the goods and/or the manufacturing of the goods in order to assure that the goods meet the quality standards of the Licensor.
- the manner of use of the trademarks must be approved by Licensor prior to any such of the trademarks.

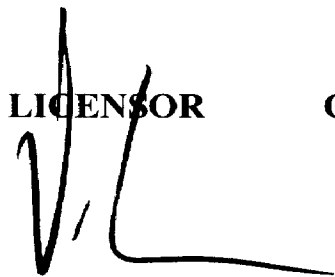
2. The Licensee acknowledges that the said trademarks are the property of the Licensor and that all rights and benefits resulting from the use of the marks by the Licensee shall be the rights and benefits of the Licensor.

3. The agreement can be terminated due to breach (or possibly for any reason) on thirty days notice and that the Licensee will discontinue use of the trademarks when the agreement terminates.

4. The permission to use the trademarks granted under the terms of this agreement shall be without limit of period subject to the Licensee remaining under the control of the Licensor.

LICENSOR

COMPAGNIE VRANKEN POUR LE HAUT COMMERCE



LICENSEE

CHAMPAGNE BARANCOURT

