

ALB
1100

F

02-11-2000

FEET



101266385

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Associated Vintage Group, Inc.

Address of receiving party(ies)
LANE LTD.

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

Address: 14111 NE 145th Street
Woodinville, Washington 98072

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 16, 1999

RECEIVED
2000 JAN 13 AM 10:46
OPERANCE

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

A. B. Trademark Registration No.(s)
1610726
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Bruce J. Goldner, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of registrations involved: 1
Total number of applications involved:

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

Enclosed
 All or any deficiency is authorized to be charged to Deposit Account No. 19-2385.

8. Deposit Account No. 19-2385

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.

Bruce J. Goldner
Name

Signature

January 10, 2000
Date

Total number of pages including cover sheet, attachments, and document: 9

02/10/2000 TTON11 00000237 1610726

01 FC:481

40.00 DP

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Bill of Sale") is made and entered into as of the 16th day of December, 1999, by ASSOCIATED VINTAGE GROUP, INC., a California corporation ("Seller"), to and for the benefit of STIMSON LANE LTD., a Washington corporation ("Buyer").

R E C I T A L S

WHEREAS, Seller is the owner of that certain real property located in the County of Mendocino, State of California (the "Real Property"), as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Seller and Buyer have entered into that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions, dated as of December 15, 1999 (the "Purchase Agreement"), with respect to, among other things, the acquisition of the "Equipment" and the "Intangible Property" (each as defined below), and certain other property; and

WHEREAS, the Purchase Agreement requires Seller to convey all of Seller's right, title and interest in, to and under the Equipment and the Intangible Property to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

A G R E E M E N T

1. Unless the context otherwise requires, all capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the Purchase Agreement.
2. Seller does hereby unconditionally, absolutely, and irrevocably grant, bargain, sell, transfer, assign, convey, set over and deliver unto Buyer all of Seller's right, title and interest in and to:
 - a. all of that equipment located on or used in connection with the Real Property, utilized by Seller in the operation of a winery and uses incidental thereto, including, without limitation, the equipment and personal property listed on Exhibit "B" attached to the Purchase Agreement (collectively, the "Equipment"); and

b. all of Seller's right, title and interest in and to the following (collectively, the "Intangible Property" and together with the Equipment, the "Property"): (i) the trade name "Les Vieux Cepages" (U.S. Trademark Registration No. 1,610,726 and California Registration No. 091283) (the "Trademark"), and the label design and goodwill associated with such Trademark and (ii) Waste Water Discharge Permit issued by the California Regional Water Control Board (or any successor entity).

3. Seller represents and warrants that it has good and marketable title to the Property and that the Property is free and clear of all options, liens, mortgages, pledges, security interests, prior assignments, encumbrances, covenants, restrictions, claims and any other matters affecting title, other than the Approved Exceptions.

4. This Bill of Sale shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

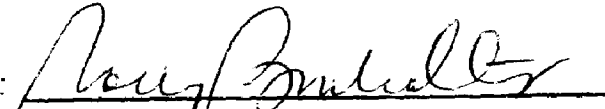
5. This Bill of Sale and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

[Signature pages follow.]

IN WITNESS WHEREOF, this Bill of Sale was made and executed as of the date first above written.

BUYER:

STIMSON LANE LTD.,
a Washington corporation

By: 
Name: Rodney Buckwalter
Title: Vice president

SELLER:

ASSOCIATED VINTAGE GROUP, INC.,
a California corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Bill of Sale was made and executed as of the date first above written.

BUYER:

STIMSON LANE LTD.,
a Washington corporation

By: _____
Name:
Title:

SELLER:

ASSOCIATED VINTAGE GROUP, INC.,
a California corporation

By: RL Mahell
Name: RL Mahell
Title: PRESIDENT

Exhibit "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Mendocino, and is described as follows:

BEGINNING AT THE CORNER OF SECTIONS 14, 15, 22, AND 23, TOWNSHIP 13 NORTH, RANGE 11 WEST, MOUNT DIABLO MERIDIAN; RUNNING THENCE SOUTH 72° 45' EAST ALONG THE SOUTHERLY LINE OF THE LAND NOW OR FORMERLY OWNED BY ROBERT L. BUCKMAN 19.97 CHAINS; THENCE SOUTH 19° WEST, 16.16 CHAINS TO THE CENTER LINE OF THE CALIFORNIA STATE HIGHWAY; THENCE NORTH 74° WEST, 38.20 CHAINS ALONG SAID CENTER LINE; THENCE NORTH 28° EAST 4.28 CHAINS; THENCE NORTH 59° 30' EAST 15.20 CHAINS TO THE SOUTHWEST CORNER OF THE ABOVE MENTIONED BUCKMAN LAND; THENCE SOUTH 72° 45' EAST, 7.63 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PORTION THEREOF:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE LAND HEREIN ABOVE DESCRIBED WITH THE NORTH LINE OF CALIFORNIA STATE HIGHWAY FROM HOPLAND TO LAKEPORT, FROM WHICH POINT A 6" X 6" C. H. C. CONCRETE MONUMENT BEARS SOUTH 73° 46' EAST, 37.75 FEET DISTANT; THENCE FROM SAID POINT OF BEGINNING FOLLOWING THE NORTH LINE OF SAID STATE HIGHWAY, NORTH 73° 46' WEST, 540.3 FEET; THENCE LEAVING SAID NORTH LINE NORTH 17° 34' EAST, 738.6 FEET; THENCE SOUTH 72° 11 ½' EAST, 563.1 FEET TO THE EAST LINE OF THE LAND OF THE GRANTOR; THENCE FOLLOWING SAID EAST LINE SOUTH 19° 31 ½' WEST, 724.1 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING PORTION THEREOF:

COMMENCING AT A ½ INCH IRON PIPE WITH A PLASTIC PLUG STAMPED L.S. 4873 SET TO MARK THE SECTION CORNER COMMON TO SECTIONS 14, 15, 22, 23, TOWNSHIP 13 NORTH, RANGE 11 WEST MOUNT DIABLO MERIDIAN AS SHOWN ON A FILE IN MAP CASE 2, DRAWER 58, PAGE 8, MENDOCINO COUNTY RECORDS; THENCE SOUTH 72° 45' 00" EAST 755.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 72° 45' 00" EAST 570.61 FEET TO A ½ INCH IRON PIPE STAMPED L.S. 4873 AS SHOWN ON THE AFORESAID MAP; THENCE SOUTH 19° 31' 27" WEST 211.20 FEET TO A ¾ INCH IRON PIPE AS SHOWN ON THE AFORESAID MAP; THENCE NORTH 72° 05' 14" WEST, 563.73

FEET TO A ¾ INCH IRON PIPE AS SHOWN ON THE AFORESAID MAP; THENCE NORTH 17° 39' 33" EAST 204.52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PORTION THEREOF:

BEGINNING AT A ½ INCH IRON PIPE WITH A PLASTIC PLUG STAMPED L.S. 4873 SET TO MARK THE SECTION CORNER COMMON TO SECTION 14, 15, 22 AND 23, TOWNSHIP 13 NORTH, RANGE 11 WEST, MOUNT DIABLO MERIDIAN, AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 58, PAGE 8, MENDOCINO COUNTY RECORDS; THENCE NORTH 72° 45' 00" WEST, 453.80 FEET TO A 28 INCH BLACK OAK TREE AS SHOWN ON THE AFORESAID MAP; THENCE NORTH 59° 30' 00" EAST 255.00 FEET; THENCE SOUTH 72° 45' EAST 230.00 FEET; THENCE SOUTH 17° 15' WEST 168.00 FEET; THENCE SOUTH 71° 55' 01" EAST 808.46 FEET; THENCE SOUTH 17° 39' 33" WEST 9.00 FEET, MORE OR LESS, TO THE NORTH LINE OF THE AFORESAID MAP FROM WHICH THE POINT OF BEGINNING BEARS NORTH 72° 45' 00" WEST 755.96 FEET; THENCE NORTH 72° 45' 00" WEST 755.96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A. P. NO. 50-080-14