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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-18-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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**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
- Change of Name
- 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.)

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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: 002136 FRAME: 0937

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

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="0704077"/>	<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.

John G. Moore, Attorney

Name of Person Signing



Signature

8/17/99

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") made and entered into as of MAY 26, 1994, by and between Paterno Imports, Ltd., an Illinois corporation (the "Company"), and Leslie F. Lentino ("Lentino").

W I T N E S S E T H:

WHEREAS, "SICILIAN GOLD" is a trademark registered in the United States Patent and Trademark Office under registration number 704,077 and serial number 72-075,939 for wines and spirits products sold in commerce within the United States of America;

WHEREAS, the "SICILIAN GOLD" trademark was first registered on or about September 6, 1960, by Pacific Wine Co.;

WHEREAS, Pacific Wine Co. assigned all of its rights to, interests in and ownership of the "SICILIAN GOLD" trademark to the Company on or about August 8, 1966;

WHEREAS, the Company renewed its rights to, interests in, and ownership of the "SICILIAN GOLD" trademark on or about September 6, 1980;

WHEREAS, no further assignments or transfers of rights to, interests in or ownership of the "SICILIAN GOLD" trademark have been recorded since on or about September 6, 1980;

WHEREAS, the Company asserts that it may have transferred its rights to and interests in the use of the "SICILIAN GOLD" trademark to persons or entities not party to this agreement; and

WHEREAS, Lentino desires to acquire from the Company and the Company is willing to sell to Lentino whatever rights to, interests in and ownership of the "SICILIAN GOLD" trademark as are presently or hereafter owned or possessed by the Company;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. The Company hereby assigns to Lentino all rights to, interests in and ownership of the "SICILIAN GOLD" trademark it may presently possess or hereafter obtain. The Company agrees to immediately convey to Lentino any rights to, interests in or ownership of the "SICILIAN GOLD" trademark it shall hereafter

obtain, whether by purchase, assignment, operation of law or otherwise for no additional consideration.

2. The Company expressly disclaims any warranty of title to the "SICILIAN GOLD" trademark, and has, through its officers and/or attorneys, advised Lentino that it may possess no rights or interest whatsoever in and to the present use of the "SICILIAN GOLD" trademark.

3. The Company agrees ^{as per Lentino's recording} to ~~take such steps as are necessary~~ to record this assignment of the "SICILIAN GOLD" trademark in the United States Patent and Trademark Office.

4. Lentino agrees to pay to the Company the sum of \$10.00 (Ten Dollars and 00/100 Dollars) and other good and valuable consideration, including the consideration set forth in the Consulting Agreement and Confidentiality and Non-Competition Agreement between the Company and Lentino of even date herewith, and in the Agreement between the Company and the Lentino family of even date herewith, for the assignment of the Company's rights to, interests in and ownership of the "SICILIAN GOLD" trademark.

5. Lentino agrees that he will not use the "SICILIAN GOLD" trademark in commerce in the United States of America until the expiration of the non-competition period set forth in the Confidentiality and Non-Competition Agreement between the parties of even date herewith.

6. This Agreement shall supersede any prior oral or written agreement between the parties. This Agreement may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, amendment, modification, extension or termination is sought.

7. The rights and obligations of the Company under this Agreement shall be binding upon its successors and assigns. The rights and obligations of Lentino under this Agreement shall inure to the benefit of and be binding upon his successors and assigns.

8. All notices, requests, demands and other communications hereunder shall be in writing and delivered personally or by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lentino:

Leslie F. Lentino
6645 N. Leroy
Lincolnwood, IL 60646

with a copy to:

William R. Quinlan, Esq.
Pope & John Ltd.
311 South Wacker Drive
Suite 4200
Chicago, Illinois 60606

If to the Company:

Paterno Imports, Ltd.
2701 South Western Avenue
Chicago, Illinois 60608
Attn: Anthony J. Terlato

with a copy to:

R. Todd Vieregg, P.C.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Any party may change its address for receiving notice by written notice given to the other party. Any notices given in accordance with this Section 8 shall be deemed given when personally delivered or on the second business day next following the date upon which it shall have been deposited in the United States mails as aforesaid.

9. This Agreement shall be deemed entered into in Illinois and shall be governed by and construed in accordance with the terms of the laws of that State.

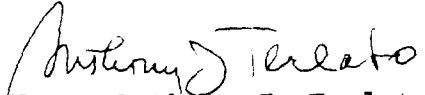
10. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PATERNO IMPORTS, LTD.

By: _____

LESLIE F. LENTINO


Name: Anthony J. Terlato
Title: President