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RELATED LITIGATION

RONALD GOULD, OF COUNSEL

June 5, 2003

6-9-03

H. HUME MATHEWS (1911-1989)

06-24-2003

*ADMITTED IN NEW YORK, NEVADA & FLORIDA
**ADMITTED IN PENNSYLVANIA & CALIFORNIA
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102480658

Via First Class Mail

Commissioner For Trademarks
Assignment Branch
Crystal Gateway #4
Room 300
Arlington, VA 22202

Attn: Trademark Assignment Branch

RE: Domaines Du Soleil
The Fat Bastard Company, Ltd.
U.S. Trademark Registration No. 2,230,941
For the Mark: "FAT BASTARD"
Our File No.: 3856-265US

Dear Sir or Madam:

Enclosed please find a true copy of the Corporate document effectuating the joint ownership of United States Trademark Registration Number 2,230,941 by Domaines Du Soleil and The Fat Bastard Company, Ltd. Please record and index this document against the above-captioned U.S. Trademark Registration Number.

- 1. The Name of the Party conveying an interest:

DOMAINES DU SOLEIL
Chateau Canet
Rustiques
1180 Trebes, France

Entity:

- Individual Association
- General Partnership Limited Partnership
- Corporation
- Other - a société anonyme of France

06/24/2003 08:09:00

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40.00 00

TRADEMARK
REEL: 002762 FRAME: 0473

2. Name and Address of Party Receiving an Interest:

DOMAINES DU SOLEIL
Chateau Canet
Rustiques
11800 Trebes, France

THE FAT BASTARD COMPANY, LTD.
18 Cheap Street
Sherborne
Dorset DT9 3PX
United Kingdom

Entity:

Other: a société anonyme
of France

a United Kingdom Ltd.

If not domiciled in the United States, a domestic representative designation is attached:

Yes

No

3. Interest Conveyed:

Assignment

Change of Name

Security Agreement

Merger

Other: Joint Ownership by written agreement

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

Additional sheet attached: Yes No

A. APPLICATION SERIAL NO.(s)

B. TRADEMARK REGISTRATION NO.(s)

2,230,941

5. Name and Address of party of whom correspondence concerning document should be mailed.

Brooks R. Bruneau, Esq.
MATHEWS, COLLINS, SHEPHERD & MCKAY, PA
100 Thanet Circle, Suite 306
Princeton, NJ 08540-3674
Tel. No. (609) 924-8555

6. Number of applications and registration(s) involved:

One(1)

7. Amount of fee enclosed or authorized to be charged:

\$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

13-2165

Your prompt attention to expediting the recordation of this assignment request is greatly appreciated.

If you have any questions, please do not hesitate to telephone me directly at (609) 924-8555.

9. Date of execution of attached document: July 21, 2000

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

6/4/03
Date

Brooks R. Bruneau
Signature

Brooks R. Bruneau
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & MCKAY

By: *Brooks R. Bruneau*
Brooks R. Bruneau, Esq.

BRB:dm

- Encls.
1. A true copy of the Joint Ownership Agreement
 2. Check in the amount of \$40.00
 3. This Official Letter of Transmittal
 4. Acknowledgement Postcard

cc: Germain & Maureau

Agreement between FBCo Ltd and Domaines du Soleil covering the sales/marketing and production of Fat Bastard, Utter Bastard and Orchid Vale brands.

The principle is that two companies FBCo and Domaine du Soleil (DDS) will own the overall rights to three brands: Fat Bastard, Utter Bastard and Orchid Vale. These rights will be split into sales and marketing rights and production rights. FBCo will hold the sales and marketing rights and DDS will hold production rights.

1) The principle of mutual exclusivity

- **DDS** has the exclusive right to the **production** of the brands Fat Bastard, Utter Bastard and Orchid Vale. FBCo and Mr. Guy Anderson cannot order the production of these brands from any company other than DDS. DDS has sole rights to produce these brands worldwide and any exception to this principle (e.g. South Africa) may only be made on their express permission confirmed in writing.
- **FBCO** has the exclusive **sales, marketing and promotional** rights to these brands on all markets worldwide without exception. DDS cannot propose, sell or supply the above brands to any customer worldwide without the express permission in writing of FBCo.

2) Modus Operandi

- FBCo and DDS will register the brands as 50:50 co-owners in each market. Existing registrations in the USA and UK must be modified immediately to reflect this co-ownership.
- FBCo will supply forecasts by the end of July each year of its volume requirements for the next 12 months sales from January to December. Representatives of FBCo and DDS will meet each year in December or January (post vintage) to define the final blends for each brand. Subject to the quality level achieved in the vintage the two sides may agree on a volume less than that forecast in order to maintain brand standards. FBCO will not be responsible for the full volume forecast in July pre-vintage if the quality levels are deemed to be unsatisfactory. After agreement DDS will engage to supply the forecasted volumes on the dates and at the quality level defined.
- DDS will confirm at the December meeting each year, for each wine, a net price based on costs of production plus a % net margin. This % net margin will remain unchanged unless agreed by both parties. This price will be the net minimum price below which level no sales will be transacted.
- DDS will receive the orders and will organise the production, ex-cellar invoicing and receipt of payments. DDS will restrict its contact with customers to administrative and order processing matters.
- Royalties will be paid by DDS to FBCo. These royalties will be equal to the difference between sales price ex-cellar and the minimum price multiplied by the number of bottles sold. They will be paid every calendar quarter (1st Jan, 1st Apr, 1st Jul, 1st Oct) with a payment term of 90 days. (e.g. Royalties from orders invoiced 1st January to 31st March will be paid on the 1st July.

- FBCo will be responsible for all relations with customers: prospection of new customers, promotional activity, supply of all marketing materials. All expenses incurred by FBCo (travel costs, promotional budgets/discounts, Artwork, costs of creating and producing promotional material, listing allowances etc) will be entirely at its own cost.
- FBCo will supply a revised sales forecast of requirements in the middle of the calendar year (1st July) for the remainder of the year. The revised forecasts will not be less than 80% of those confirmed at the beginning of the year.
- DDS retains the right to refuse an order for a customer which cannot be covered by Coface, or has exceeded their Coface credit limit. DDS may also refuse an order to a customer who exceeds their payment terms.
- FBCo may be called upon to assist in recovering unpaid invoices. DDS may reserve the right in the case of non-payment to take action via Coface to recover the debt.
- No royalties will be paid by DDS to FBCo where despite efforts to recover the debt an invoice remains unpaid
- In the case where in a calendar year sales fall short of those forecast by FBCO and where stocks remain either in bulk or bottle at DDS or their subcontractors, FBCO will remain responsible for these stocks and will be required to execute one of the following options:
 - obtain orders from customers to stocks before passing to the next vintage
 - Buy remaining stocks
 - indemnify DDS against any reasonable loss resulting from the resale of the stocks either in bulk or bottle.
- FBCo will likewise be responsible for any excess stocks even if resulting from a problem of a customer's non-payment or Coface cover stopping delivery of orders.
- Where a customer makes a claim against DDS and deducts an amount from the invoice, FBCo will be responsible for any part deemed to be unreasonable. For example "corkiness" in Orchid Vale will not be a reasonable claim due to the plastic corks used in production. DDS will however be responsible for all faults due to production errors and must indemnify FBCo against any such claims including all costs incurred by FBCo's customers associated to a possible product recall.
- All procedures, materials, bottling facilities and quality control procedures of DDS will be available to representatives of FBCo or its appointed auditors for full inspection at any time.

3) Conditions of Sale

- Either co-owner is free to sell its share of the rights to a third party as long as it receives written agreement from the other party. The party selling its share must offer first refusal of its share to the other co-owner at the same price and terms offered by the third party.
- The purchaser of any part of the rights will have all the same rights and responsibilities as the previous owner.

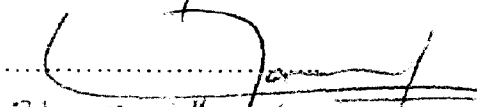
Signed on behalf of the Fat Bastard Wine Company (FBCo Ltd.)



Date

21st July 2000

Signed on behalf of Domaines du Soleil



Date

21st July 2000

Registered office: FBCo. Ltd, Number One, Goldcroft, Yeovil, Somerset BA214DX

TRADEMARK
REEL: 002762 FRAME: 0478



FAT BASTARD WINE CO.
18 CHEAP STREET, SHERBORNE, DORSET, DT9 3PX
TEL: 01935 817617 FAX: 01935 817611

ANNEX 1

to the agreement between FBCo and Domaines du Soleil covering the sales/marketing and production of Fat Bastard, Utter Bastard and Orchid Vale brands.

1. **Registration of the brands** : here below the registration numbers and dates of the FBCo brands in the world :

Brand	Regist. Date	Reg. number	Country	In the name of :
Fat Bastard	Patent :15/06/98 Regist. 9/03/99)	75/502755	USA	Domaines du Soleil
Fat Bastard	Patent :5/11/99 Regist. : pending	1035285	Canada	Domaines du Soleil
Fat Bastard	Patent : 21/12/99 Regist. : 21/12/99	99831217	France	Domaines du Soleil
Fat Bastard	Patent : 27/03/2000 Regist. : 27/03/2000	20001127	Ireland	Domaines du Soleil
Fat Bastard	Patent : 2/06/2000 Regist. : 2/06/2000	735553	Benelux	Domaines du Soleil
Orchid Vale + logo	Regist. : 28/06/1999	2201393	GB and Northern Ireland	Guy Anderson Wines
Utter + logo	Regist. : 29/07/1999	2204333	GB and Northern Ireland	Guy Anderson Wines
Fat Chardonnay + logo	Regist. : 29/07/1999	2204335	GB and Northern Ireland	Guy Anderson Wines

This list will be updated if modifications occur after transfer to co-ownership between FBCo and Domaines du Soleil has been completed. However the terms of the contract shall apply without waiting for completion.

2. **Co-ownership** : the co-ownership described in the contract is 50% Domaines du Soleil and 50% FB Co Ltd for each of the following brands : Fat Bastard, Utter Bastard and Orchid Vale. By signing this ANNEX 1, both parties agree on this 50%-50% ownership.

3. **Protection of the brands** :

- When it is estimated necessary to register one of the brands in a new country or a new product category, FB Co and Domaines du Soleil will register it as a 50%-50% co-owned brand and will share the expense of registration at 50%-50%.
- It is the responsibility and duty of the FB Co to identify threats, copies and imitations of the co-owned brands and to suggest to take the legal actions required to protect these brands. These legal actions will be jointly taken by FB Co and Domaines du Soleil and their cost will be shared between the companies at 50%-50%.
It is also the co-responsibility of the FB Co and Domaines du Soleil to renew the registrations of these brands before expiration date.

Signed on behalf of the Fat Bastard Company (FB Co Ltd)



Date

Signed on behalf of Domaines du Soleil



Date

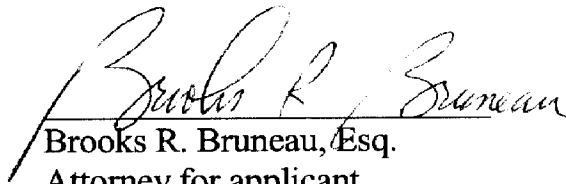
21 Jun 2000

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm of Mathews, Collins, Shepherd & McKay, P.A., having its offices at 100 Thanet Circle, Suite 306, Princeton, New Jersey 08540-3674, U.S.A., is hereby designated as Domaines Du Soleil's and The Fat Bastard Company, Ltd's domestic representative upon whom all notices of process and proceedings affecting U.S. Registration No. 2,230,941 for the mark "FAT BASTARD" may be served.

Respectfully submitted,

DOMAINES DU SOLEIL
THE FAT BASTARD COMPANY LTD.



Brooks R. Bruneau, Esq.
Attorney for applicant
MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.
100 Thanet Circle, Suite 306
Princeton, New Jersey 08540-3674

Date: 6/4/03