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12-01-2003  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kenneth Friedman

11.26-03

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

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

2. Name and address of receiving party(ies)

Name: David Coleman and/or Amerivine, Inc.

Internal  
Address: \_\_\_\_\_

Street Address: 5325 Corrick Lane

City: Santa Rosa State: CA Zip: 95409

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- 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

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

Execution Date: 8/26/03

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2214798

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William J. Arnone, Jr.

Internal Address: Merrill, Arnone & Jones, LLP

Street Address: 3554 Round Barn Boulevard #303

City: Santa Rosa State: CA Zip: 95403

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

1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. 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.

Linda Siskind

Name of Person Signing

Linda Siskind

Signature

11/24/03

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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**ASSIGNMENT OF UNITED STATES TRADEMARK  
AND REGISTRATION THEREFOR**

WHEREAS, Kenneth Friedman, an individual doing business at 19 South Livingston Avenue, Livingston, NEW JERSEY 07039, has adopted, used and is using the following mark which is registered in the U.S. Patent and Trademark Office as follows:

**MARK REG. NO. ISSUE DATE**

LEAPING LIZARD 2214798 December 29, 1998

WHEREAS David Coleman and/or Amerivine, Inc., a corporation organized under the laws of the State of California, located and doing business at 5325 Corrick Lane, Santa Rosa, CALIFORNIA 95409, is desirous of acquiring said mark, the registration therefor and the goodwill associated therewith;

NOW THEREFORE, in consideration of US \$140,000.00 to be paid to Kenneth Friedman by Amerivine, Inc. and/or David Coleman within three (3) years from date hereof or immediately upon the sale of Adler Fels Winery, whichever comes first, Kenneth Friedman, does hereby assign unto Amerivine, Inc., all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark.

This Assignment shall constitute a Promissory Note for the amounts stated herein ("Note"). If Amerivine, Inc. and/or David Coleman fails to pay the consideration provided for under this Assignment, and such default is not cured within 15 days after written notice of such default, then the Assignor may, at its option, declare all outstanding sums owed on the Note to be immediately due and payable. Amerivine, Inc. and/or David Coleman, jointly and severally shall pay all expenses and costs incurred by Assignor in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. In the event Adler Fels Winery is not sold within said three (3) year period and this Note has not been paid off in full, this Note will be cancelled, at the option of Kenneth Friedman, upon receipt by Kenneth Friedman within 30 days following the end of the three year term of an unconditional assignment to him of all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark, provided that same has not otherwise been encumbered. If an unconditional assignment to him of all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark is not received by Kenneth Friedman within said 30 day

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period, Kenneth Friedman shall have the absolute right to declare the within Note due in full or to cancel the Note and recover the mark. If Kenneth Friedman cancels this Note as may be permitted herein, then any amounts paid to Kenneth Friedman hereunder shall be promptly reimbursed to the payor. Notwithstanding anything to the contrary herein, even if an unconditional assignment to him of all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark is received by Kenneth Friedman within said 30 day period, Kenneth Friedman shall have the absolute right to reject the same and to declare the within Note due in full.

Kenneth Friedman shall have the right to file a UCC-1 Financing Statement in the State of California in the form annexed hereto in order to secure his interest. Upon receipt by Kenneth Friedman of the consideration set forth herein, or of an unconditional assignment to him of all right, title and interest in and to said mark, together with the goodwill of the business symbolized by the mark, Friedman shall file forms sufficient to release the lien created by the filing of the UCC-1 Financing Statement.

Except with respect to any interest Amerivine, Inc. and/or David Coleman may have in said mark, Kenneth Friedman represents that he (i) has all right, title and interest in and to said mark, free and clear of any liens, claims or encumbrances, and (ii) does not own directly or indirectly any confusingly similar marks or names.

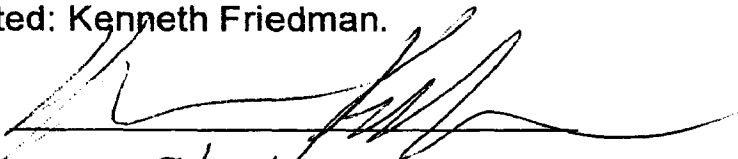
Each party will use its best efforts to take all actions and to do all things necessary, proper or advisable in order to consummate the transaction contemplated by this Assignment in the most expeditious manner practicable.

In the event of a breach of this Assignment by either party, the prevailing party shall be entitled to recover its attorneys' fees and costs from the other party.

This Assignment is deemed by the parties to have been made under and shall be construed in accordance with the laws of the State of New Jersey, and the courts of the State of New Jersey shall have exclusive jurisdiction in the event of a dispute concerning the terms of this Assignment, and the parties hereby submitted to the personal jurisdiction of such courts.

Dated: Kenneth Friedman.

By:



8/26/03

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Dated: Amerivine, Inc.

By:  \_\_\_\_\_

Name: David Coleman

Title: President

Dated: David Coleman, individually

By:  \_\_\_\_\_

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