

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

-2-

In addition, as identified in the April 23, 2004 cover sheet, the proper corporate structure for assignee F B Wine Company Ltd. is a "limited company of the United Kingdom" and not a "United Kingdom limited liability company."

Please correct the U.S.P.T.O. records so that the "Corrective Assignment" document - recorded at Reel 002847 Frame 0710 reflects the proper address of assignee Domaines du Soleil and the proper corporate structure of assignee F B Wine Company Ltd. Because these mistakes were made by the U.S.P.T.O., it is our understanding that no additional fee to correct them is required. Should our understanding be incorrect, the Office is authorized to charge deposit account number 13-2165.

1. The Name of the Party conveying an interest:

**DOMAINES DU SOLEIL
Chateau Canet
Rustiques
11800 Trebes, France**

Entity:

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

2. Name and Address of Party Receiving an Interest:

**DOMAINES DU SOLEIL
Chateau Canet
Rustiques
11800 Trebes, France**

**F B WINE COMPANY LTD.
1 Goldcraft
Yeovil, Somerset, BA21 4DX
United Kingdom**

Entity:

- Other - a société anonyme of France** **Other - a limited company of the United Kingdom**

If not domiciled in the United States, domestic representative designations are attached:

- Yes
- No

CH \$40.00 132165 2230941

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

-4-

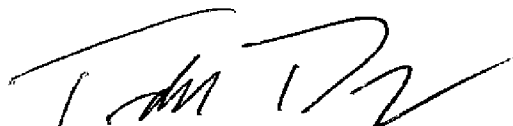
Your prompt attention to expediting the recordation of this assignment request is greatly appreciated.

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 28, 2003**

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:

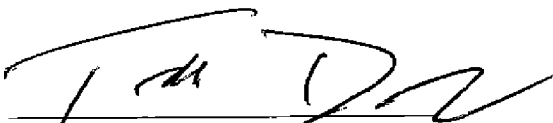
6/28/04
Date


Signature

Todd A. Denys
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & MCKAY

By: 
Todd A. Denys

/tad

- Encls.
1. A true copy of the May 12, 2004 Notice of Recordation of Assignment Document regarding the September 5, 2003 recordal of the July 28, 2003 "Corrective Assignment" document – recorded at Reel 002847 Frame 0710
 2. Appointments of Domestic Representative; and
 3. This Official Letter of Transmittal

cc: Germain and Maureau

05-12-2004



MATHEW

102705433

McKAY, P.A.

MKD
9-5-03

Please record and index the July 28, 2003 "Corrective Assignment" document against United States Trademark Registration Number 2,230,941. Because our September 3, 2003 filing included the \$40 government filing fee, it is our understanding that no additional fee is required. Should our understanding be incorrect, the Office is authorized to charge deposit account number 13-2165.

1. The Name of the Party conveying an interest:

**DOMAINES DU SOLEIL
Chateau Canet
Rustiques
11800 Trebes, France**

Entity:

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

2. Name and Address of Party Receiving an Interest:

**DOMAINES DU SOLEIL
Chateau Canet
Rustiques
11800 Trebes, France**

**F B WINE COMPANY LTD.
1 Goldcraft
Yeovil, Somerset, BA21 4DX
United Kingdom**

Entity:

- Other - a société anonyme of France** **Other - a limited company of the United Kingdom**

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

- Yes
- No

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

-4-

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 28, 2003**

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:

4/23/04
Date

TAD
Signature

Todd A. Denys
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & MCKAY

By: TAD
Todd A. Denys

/tad

- Encls.
1. A true copy of the September 3, 2003 cover sheet (with corrective assignment document dated July 28, 2003 and captioned "Corrective Assignment);
 2. A true copy of a certified copy of the U.S.P.T.O. records of the document recorded at Reel 2762 Frame 0473 (with June 5, 2003 cover sheet and "Joint Ownership by written agreement" document (captioned "Agreement between FBCo Ltd and Domaines du Soleil covering the sales/marketing and production of Fat Bastard, Utter Bastard and Orchid Vale brands");
 3. Appointments of Domestic Representative; and
 4. This Official Letter of Transmittal

cc: Germain and Maureau

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

ATTORNEYS AT LAW
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DAVID P. KRIVOSHIK
KRISTINE BUTLER-MOLSTON
PATRICK H. HIGGINS**
GREGORY HOUGHTON

BRUCE M. COLLINS, Counsel

PATENTS
TRADEMARKS
COPYRIGHTS
UNFAIR COMPETITION
LICENSING
COMPUTER AND HIGH
TECHNOLOGY MATTERS
RELATED LITIGATION

RONALD GOULD, Of Counsel

9.5.03 September 3, 2003

H. HUME MATHEWS (1911-1999)

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

Via First Class Mail

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

09-09-2003



102545081

OFFICE OF PUBL. PROCS
2003 SEP -5 AM 10:27
FINANCE SECTION

RE: Domaines Du Soleil
FB Wine 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 Corrective Assignment confirming the joint ownership of United States Trademark Registration Number 2,230,941 and names of the joint owners: Domaines Du Soleil and FB Wine 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:

- | | | | |
|-------------------------------------|-------------------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Association |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Corporation | | |
| <input checked="" type="checkbox"/> | Other - a société anonyme of France | | |

09/08/2003 ESCOPER 00000105 2230941

01 FC:8521

40.00 BP

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

-2-

2. Name and Address of Party Receiving an Interest:

DOMAINES DU SOLEIL
Chateau Canet
Rustiques
11800 Trebes, France

FB WINE COMPANY, LTD.
1 Goldcroft
Yeovil
Somerset, BA21 4DX
England

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: Corrective Assignment confirming Joint Ownership

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

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

-3-

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.

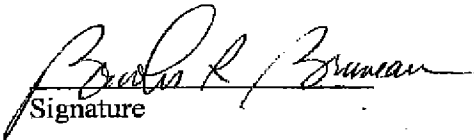
9. Date of execution of attached document: July 28, 2003

MATHEWS, COLLINS, SHEPHERD & MCKAY, P.A.

-4-

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:

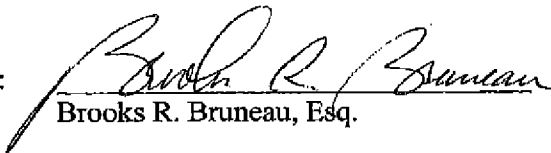
9/3/03
Date


Signature

Brooks R. Bruneau
Name of Person Signing

Very truly yours,

MATHEWS, COLLINS, SHEPHERD & MCKAY

By: 
Brooks R. Bruneau, Esq.

BRB:fem

- Encls. 1. Original Corrective Assignment Confirming Joint Ownership
 2. Check in the amount of \$40.00
 3. This Official Letter of Transmittal
 4. Acknowledgement Postcard

cc: Cabinet Germain & Maureau

CORRECTIVE ASSIGNMENT

WHEREAS, Domaines du Soleil, a Société Anonyme of France, with a business address of Château Canet, Rustiques, 11800 Trebes, France, has adopted and is using the trademark "FAT BASTARD", and is the owner of U.S. Trademark Registration N° 2 230 941 ; and


WHEREAS, F B Wine Company Ltd., registered in the United Kingdom and whose registration number is 03875668 and whose registered office is at 1 Goldcroft, Yeovil, Somerset, BA21 4DX, England, is desirous of acquiring 50% of all rights to the "FAT BASTARD" Trademark, and the corresponding U.S. Registration N°2 230 941,

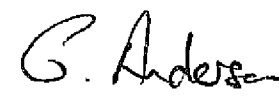
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Domaines du Soleil does hereby assign unto F B Wine Company Ltd, 50% of all right, title and interest in and to the trademark "FAT BASTARD", including a 50% interest in the good will of the business symbolized by the trademark, and the corresponding United States Trademark Registration N° 2 230 941.

Accordingly, the Trademark "FAT BASTARD" and the corresponding U.S. trademark Registration N° 2 230 941 is owned jointly by Domaines du Soleil and F B Wine Company Ltd.

This Corrective Assignment is effective nunc pro tunc as of July 21, 2000 and acts to further confirm the terms of section 2 the "Agreement between F B Wine Company Ltd (incorrectly described variously in that Agreement as "F B Co Ltd", "Fat Bastard Company" and "The Fat Bastard Wine Company") and Domaines du Soleil covering the sales/marketing and production of Fat Bastard, Utter Bastard and Orchid Vale brands" filed with the assignment Branch of the United States Trademark Office.

DOMAINES DU SOLEIL

Signature 
Print Name and Title
BONNET BERTRAND
Managing Director (PDG)
Date 28.7.2003

F B Wine Co Ltd.
Signature 
Print Name and Title
G. ANDERSON Director
Date 28.7.2003

TS 722646



THE UNITED STATES OF AMERICA

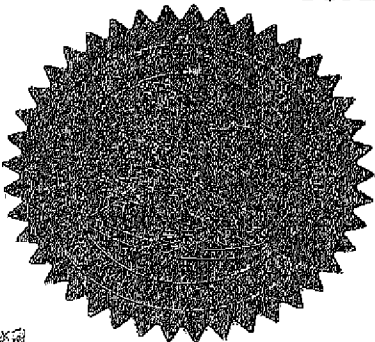
TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

April 19, 2004

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JUNE 09, 2003**

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



N. Williams
N. WILLIAMS
Certifying Officer

The Fat Bastard Wine Company
18 Cheap Street
Sherborne
Dorset DT9 3PX

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-cellars 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.

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

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REEL: 002881 FRAME: 0027

- 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

C. Anderson

21st July 2004

Signed on behalf of Domaines du Soleil

Date

[Signature]

21st June 2004

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

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REEL: 002881 FRAME: 0028



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.

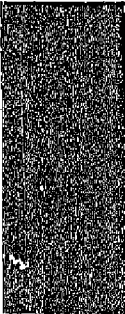
1. Registration of the brands : here below the registration numbers and dates of the FBCo brands in the world :

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.

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TRADEMARK
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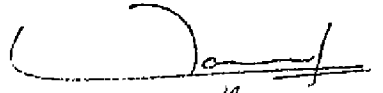
- 
2. **Co-ownership** : the co-ownership described in the contract is 50% Domaines du Soleil and 50% FB Co Ltd for each of the following brands : Fat Bastard, Utter Bastard and Orchid Vale. By signing this ANNEX 1, both parties agree on this 50%-50% ownership.
 3. **Protection of the brands** :
 - When 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 Jul 2004

TRADEMARK
REEL: 002762 FRAME: 0480