

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D SOKOLIN & COMPANY, INC.		01/26/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SOKOLIN LLC		
Street Address:	12 Foster Avenue		
Internal Address:	P.O. Box 1206		
City:	Bridgehampton		
State/Country:	NEW YORK		
Postal Code:	11932		
Entity Type:	limited liability company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76593094	D. SOKOLIN CO. EST. 1934	
Serial Number:	76596569	SOKOLIN	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
Signature:	/Jody L. Burtner/		

OP \$65.00 76593094

Date:

02/09/2005

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is entered into this 26th day of January, 2005, between D. SOKOLIN & COMPANY, INC., a New York corporation ("Assignor") and SOKOLIN LLC, a New York Limited Liability Company ("Assignee").

WHEREAS, Assignor and Assignee entered into a Contribution Agreement dated January 26, 2005 wherein Assignor agreed to assign certain intellectual property to Assignee, including the trademarks and applications for registration described in Schedule A attached hereto and made a part hereof and all registrations issuing thereon and the goodwill associated therewith ("Marks");

WHEREAS, Assignor has adopted, used and is currently using the Marks;
and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire Assignor's entire right, title and interest in, to and under the Marks or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title, interest in and to the Marks and to any and all applications for registration and registrations therefor, together with the goodwill of Assignor's business associated with the Marks, and any common law rights, together with all claims by

Assignor for damages or other relief, both at law and equity, by reason of past infringement of the Marks, with the right to sue for and collect the same for its own use.

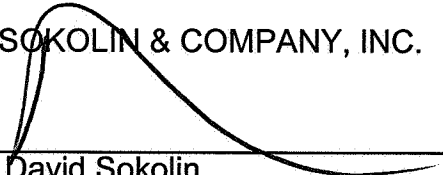
Assignor agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to Assignee or the representatives thereof any facts known to it respecting the Marks, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits of ownership of the Marks and the rights and interests herein assigned.

Assignor hereby agrees to waive all rights and privileges to attack the registrations of the Marks.

Assignor HEREBY COVENANTS that upon the reasonable request of Assignee, Assignor agrees to execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits reasonably necessary to confirm and perfect the transfer of the Marks to Assignee. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by Assignee (or its assigns) provided, however, that Assignor has obtained the prior written consent of Assignee (or its successors or assigns) to incur the expense for which Assignor seeks payment.

Assignee hereby confirms, agrees to and accepts this Assignment of Trademarks.

D. SOKOLIN & COMPANY, INC.

By 
David Sokolin
President

SOKOLIN LLC

By 
David Smydo
Executive Vice President and Treasurer

SCHEDULE A

D. SOKOLIN & COMPANY, INC.

<u>Mark</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class(es)</u>	<u>Status</u>	<u>RS No.</u>
D. SOKOLIN CO. EST. 1934 AND DESIGN	76/593,094	19-MAY-04			35	APP. PENDING	04-266-US

Goods: RETAIL STORE AND ON-LINE AND TELEPHONE ORDERING SERVICES FEATURING RARE AND FINE WINES

Owner: D. SOKOLIN & COMPANY, INC.

United States of
America

SOKOLIN	76/596,569	10-JUN-04			35	APP. PENDING	04-276-US
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Goods: RETAIL STORE AND ON-LINE AND TELEPHONE ORDERING SERVICES FEATURING RARE AND FINE WINES

Owner: D. SOKOLIN & COMPANY, INC.

United States of
America