

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
WHC, Inc.	FORMERLY Washington Hills Cellars	12/17/2003	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Precept Brands LLC		
Street Address:	3534 Bagley Avenue N		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2766743	WASHINGTON HILLS WH	
Registration Number:	1637757	WASHINGTON HILLS	
CORRESPONDENCE DATA			
Fax Number:	(206)749-2169		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-447-4666		
Email:	mohll@foster.com		
Correspondent Name:	Lindsey A. Mohle		
Address Line 1:	1111 Third Avenue		
Address Line 2:	Suite 3400		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Lindsey A. Mohle		
Signature:	/Lindsey A. Mohle/		
Date:	06/03/2005		

CH \$65.00 2766743

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT (this "Assignment Agreement") is entered into as the date written below, by and between WHC, Inc, a Washington corporation doing business as Washington Hills Cellars ("WHC"), Mr. Harry D. Alhadeff ("Mr. Alhadeff," and together with WHC, "Assignors") and Precept Brands LLC, a Washington limited liability company ("Assignee").

RECITALS

Assignors, are the owner of the wine brands and trademarks WASHINGTON HILLS, WASHINGTON HILLS CELLARS, PACIFIC ESTATES, PACIFIC ESTATES VINEYARD and associated designs used with these marks, and all federal, state, common law rights and goodwill associated therewith (the "Marks"). WHC holds two federal trademark registrations for WASHINGTON HILLS WH & DESIGN and WASHINGTON HILLS & DESIGN for use in connection with wine, attached as **EXHIBIT A** to this Agreement;

Assignors and Assignee entered into that certain Asset Purchase Agreement dated September 19, 2003, attached as **EXHIBIT B** (the "Purchase Agreement"), in which Assignors agreed to transfer all of their rights to the Marks to Assignee; and

The Purchase Agreement provides in Section 9.1 that the parties agree to enter into any necessary contracts for the transfer of the Assets, as defined in the Purchase Agreement.

AGREEMENT

The parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Marks, all rights to prepare derivative names, all goodwill and all other rights), in and to the Marks.

2. Consideration. The parties acknowledge that this assignment is given for valuable consideration under the terms of the Purchase Agreement.

3. Representations and Warranties. Assignors represent and warrant to Assignee:

- (a) Assignors have the right, power and authority to enter into this Assignment Agreement;
- (b) Assignors are the exclusive owners of all right, title and interest in the Marks;
- (c) The Marks are free of any liens, security interests, encumbrances or licenses;

- (d) The Marks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignors' rights in the Marks;
- (f) This Assignment Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignors are not subject to any agreement, judgment or order inconsistent with the terms of this Assignment Agreement.

4. Entire Agreement. This Assignment Agreement, the Purchase Agreement and the exhibits hereto and thereto contain the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment Agreement. Assignors agree to assist the Assignee as necessary in processing state and federal trademark applications for the Marks.

6. Governing Law. This Assignment Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Washington.

Date: December 17th, 2003

"ASSIGNEE":

PRECEPT BRANDS LLC

"ASSIGNORS":


WHC, INC.

a Washington corporation
doing business as Washington Hills Cellars


By: Andrew Browne
Its: Chief Executive Officer


By: Harry D. Alhadeff
Its: President and Chief Executive Officer

HARRY D. ALHADEFF


By: Harry D. Alhadeff, individually

State of Washington)
) ss.
 County of King)

On this date before me, a Notary Public, personally appeared Harry Alhadeff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Dated this 17 day of December, 2003.

Maurcen Vague
 (Signature of Notary)

Maurcen Vague
 (Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
 residing at Benton

My appointment expires 9-9-04

4411966.01

Dec 17 '03 16:23 No. 010 P. 05

TEL: 1-425-889-4581

WASHINGTON HILLS

TRADEMARK
 REEL: 003096 FRAME: 0355

IN WITNESS WHEREOF, this Officer's Certificate is hereby executed as of this

17th

day of December, 2003.

WHC, INC.



By: Harry D. Alhadeff
Its: President and Chief Executive Officer

50411770.01

Dec 17 '03 16:26 No. 010 P. 11

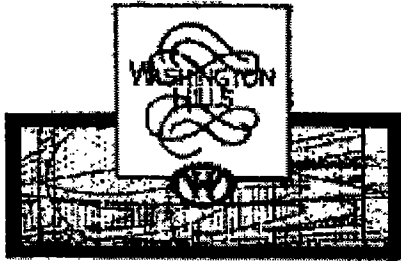
TEL: 1-425-889-4581

WASHINGTON HILLS

TRADEMARK
REEL: 003096 FRAME: 0356

EXHIBIT A

Record 1



Mark WASHINGTON HILLS WH (and Design)

Status Registered
Status Date Sep 23, 2003
Register Principal

Ser./App. No. 78-094397
Registration No. 2766743

Int'l Class 33 - Wines and Spirits
Goods/Services WINE
U.S. Class 47, 49
1st Use Mar 1, 2001
Commerce Use Mar 1, 2001

Filing Date Nov 20, 2001
Published (Last) Jul 1, 2003
Registered Sep 23, 2003

Disclaimer WASHINGTON

Design Codes 060104 - Mountains, mountain landscapes, scenery with mountains
260302 - Ovals, plain single line
261113 - Rectangles, more than one
261121 - Rectangles completely or partially shaded
261709 - Curved lines, bands, or bars with one curve

Description THE MARK CONSISTS OF A SQUARE WITH AN OVAL SUPERIMPOSED CENTRALLY ON ITS BASE AND SET INTO A RECTANGLE MULTI-COLORED STYLIZED LANDSCAPE.

Lining/Color THE LINING IS A FEATURE OF THE MARK AND DOES NOT INDICATE COLOR

Associated Marks 1637757

Correspondent R. CORBIN HOCHINS
GRAHAM & DUNN PC

1420 FIFTH AVENUE, 33RD FLOOR
SEATTLE WA 98101

Applicant WHC, INC. (WA CORP.)
10604 N.E. 38TH PLACE, SUITE 132
KIRKLAND, WA 98033

Registrant WHC, INC. (WA CORP.)
10604 N.E. 38TH PLACE, SUITE 132
KIRKLAND, WA 98033

Action History	Sep 23, 2003	REGISTERED-PRINCIPAL REGISTER
	Jul 1, 2003	PUBLISHED FOR OPPOSITION
	Jun 11, 2003	NOTICE OF PUBLICATION
	Apr 29, 2003	APPROVED FOR PUB - PRINCIPAL REGISTER
	Apr 23, 2003	TEAS CHANGE OF CORRESPONDENCE RECEIVED
	Sep 27, 2002	LETTER OF SUSPENSION E-MAILED
	Aug 28, 2002	COMMUNICATION RECEIVED FROM APPLICANT
	Aug 28, 2002	TEAS RESPONSE TO OFFICE ACTION RECEIVED
	Mar 12, 2002	NON-FINAL ACTION E-MAILED
	Feb 27, 2002	ASSIGNED TO EXAMINER



Record 2

Mark	WASHINGTON HILLS (and Design)
Status	Renewed
Status Date	Nov 20, 2000
Register	Principal
Ser./App. No.	74-037613
Registration No.	1637757

Int'l Class 33 - Wines and Spirits
Goods/Services WINE
U.S. Class 47
1st Use Mar 1, 1989
Commerce Use Mar 23, 1989

Filing Date Mar 12, 1990
Published (Last) Dec 18, 1990
Registered Mar 12, 1991
Renewed Mar 12, 2001

Affidavits Sec. 8 accepted; Sec. 15 acknowledged

Disclaimer WASHINGTON

Design Codes 250325 - Backgrounds covered with other figurative elements or repetitive designs, words, or letters
 260701 - Diamonds, plain with a single or multiple line border and decorative borders
 260713 - Diamonds, more than one
 260721 - Diamonds, completely or partially shaded
 261709 - Curved lines, bands, or bars with one curve

Correspondent R. CORBIN HOCHINS
 GRAHAM & DUNN PC
 2801 ALASKAN WAY, SUITE 300 - PIER 70
 SEATTLE WA 981211128

Applicant ALHADEFF, HARRY D., DBA WASHINGTON HILLS CELLARS
 (UNITED STATES INDIVIDUAL)
 SUITE 103, 1607 116TH AVENUE, N.E.
 BELLEVUE, WA 98004

Registrant ALHADEFF, HARRY D. (UNITED STATES INDIVIDUAL)
 10604 N.E. 38TH PLACE, STE 132
 KIRKLAND, WA 98033

ASSIGNMENTS

Reel/Frame 2590/0532
Assignor(s) ALHADEFF, HARRY D. (USX INDIVIDUAL)
Assignee(s) WHC, INC. (WA CORP.), 10604 N.E. 38TH PLACE, SUITE 132; KIRKLAND, WA, 98033
Correspondt ROBERT C. CUMBOW, 1420 FIFTH AVENUE, 33RD FLOOR, SEATTLE, WA 98101-2390
Date Sgnd/Ack Jul 12, 2002
Date Recorded Jul 23, 2002
Brief Assigns the entire interest and goodwill

Action History Jun 6, 2003 TEAS CHANGE OF CORRESPONDENCE RECEIVED
 Oct 15, 2002 TEAS CHANGE OF CORRESPONDENCE RECEIVED
 Jul 23, 2002 PAPER RECEIVED
 Nov 20, 2000 REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)
 Nov 20, 2000 REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED
 Mar 20, 2000 REGISTERED - COMBINED SECTION 8 (10-YR) &

SEC. 9 FILED
Jan 29, 1997 REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC.
15 ACK.
Jan 8, 1997 REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED
Mar 12, 1991 REGISTERED-PRINCIPAL REGISTER
Dec 18, 1990 PUBLISHED FOR OPPOSITION
Nov 16, 1990 NOTICE OF PUBLICATION
Sep 11, 1990 APPROVED FOR PUB - PRINCIPAL REGISTER
Sep 4, 1990 EXAMINERS AMENDMENT MAILED
Aug 24, 1990 ALLOWANCE/COUNT WITHDRAWN
Aug 6, 1990 EXAMINERS AMENDMENT MAILED