

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
Cristian Delcea		02/10/2006	INDIVIDUAL: UNITED STATES
Anton Samoila		02/14/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Castle Brands Inc.		
Street Address:	570 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2904897	OLD CASTLE WINES	
CORRESPONDENCE DATA			
Fax Number:	(212)949-9190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-949-9022		
Email:	JABELMAN@LAWABEL.COM		
Correspondent Name:	JULIANNE ABELMAN		
Address Line 1:	666 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	JULIANNE ABELMAN		
Signature:	/JA/		
Date:	03/09/2006		

CH \$40.00 2904897

Total Attachments: 10

900043843

**TRADEMARK
 REEL: 003263 FRAME: 0890**

source=Castle Asgmt#page1.tif
source=Castle Asgmt#page2.tif
source=Castle Asgmt#page3.tif
source=Castle Asgmt#page4.tif
source=Castle Asgmt#page5.tif
source=Castle Asgmt#page6.tif
source=Castle Asgmt#page7.tif
source=Castle Asgmt#page8.tif
source=Castle Asgmt#page9.tif
source=Castle Asgmt#page10.tif

AGREEMENT

This Agreement, effective as of the last date of execution (hereinafter the "Effective Date"), by and between CASTLE BRANDS INC., a corporation organized and existing under the laws of Delaware with an office at 570 Lexington Avenue, New York, New York 10022 (hereinafter "CASTLE BRANDS"); and ANTON SAMOILA, an individual and citizen of the United States, with an address at 2368 Fenwick Way, Virginia Beach, Virginia 23453, and CRISTIAN DELCEA, an individual and citizen of the United States, with an address at 321 Argosy Drive, Gaithersburg, Maryland 20878 (hereinafter jointly referred to as "SAMOILA/DELCEA").

WHEREAS, SAMOILA/DELCEA are the sole owners of (a) the trademark that is the subject of U.S. Registration No. 2,904,897 (covering "importer and wholesaler of wine," in International Class 35), as shown in Exhibit A hereto, and (b) U.S. Registration No. 2,904,897; (hereinafter the "TRADEMARK") and

WHEREAS, the TRADEMARK consists of two parts: (i) the design of a castle (hereinafter "CASTLE DESIGN") and (ii) the words "OLD CASTLE WINES"; and

WHEREAS, SAMOILA/DELCEA represent and warrant that to their knowledge as of the Effective Date: (1) they are the sole owners of the TRADEMARK and the CASTLE DESIGN; (2) other than Registration No. 2,904,897, they have not registered or filed an application to register the TRADEMARK or CASTLE DESIGN anywhere in the world; (3) they are authorized to enter into this Agreement; (4) they have not assigned, licensed or otherwise transferred any rights in the TRADEMARK or CASTLE DESIGN to any party or entity; (5) no party has challenged or otherwise opposed their ownership, use or registration of the TRADEMARK or CASTLE DESIGN; and (5) no other party has any rights in the TRADEMARK or CASTLE DESIGN for any goods or services;

WHEREAS, CASTLE BRANDS is the owner of the trademarks CASTLE BRANDS and the Castle Brands Logo shown in Exhibit B hereto (hereinafter "CASTLE BRANDS LOGO");

WHEREAS, CASTLE BRANDS is desirous of acquiring the right, title and interest in and to the CASTLE DESIGN portion of the TRADEMARK; and to U.S. Registration No. 2,904,897; and

WHEREAS, SAMOILA/DELCEA have agreed to abandon their present use and all future use of the CASTLE DESIGN, alone or in combination with other words or symbols, as specified herein, and to assign all right, title and interest in and to said CASTLE DESIGN and U.S. Registration No. 2,904,897 to CASTLE BRANDS;

NOW, THEREFORE, in consideration of sixty thousand dollars (\$60,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SAMOILA/DELCEA do hereby sell, assign and transfer unto CASTLE BRANDS, its successors and assigns, all right, title and interest in and to U.S. Registration No. 2,904,897 for the TRADEMARK together with that part of the goodwill connected with SAMOILA/DELCEA's use of, and symbolized by, the TRADEMARK.

2. SAMOILA/DELCEA do hereby sell, assign and transfer unto CASTLE BRANDS, its successors and assigns, all right, title and interest in and to the CASTLE DESIGN, together with that part of the goodwill connected with SAMOILA/DELCEA's use of, and symbolized by, the CASTLE DESIGN.

3. Except as expressly set forth in this Agreement, SAMOILA/DELCEA agree not to use the CASTLE DESIGN or any design confusingly similar to the CASTLE DESIGN or to the

CASTLE BRANDS LOGO, after the Effective Date, either alone or in combination with other words or symbols, for any commercial purpose, including but not limited to, as a trademark or service mark., on products, in advertising or promotion or in any manner whatsoever.

4. SAMOILA/DELCEA may continue to use the words "OLD CASTLE WINES" as a trademark or service mark or in any manner not contrary to the intent of this Agreement, provided, however, that the words "OLD CASTLE WINES" always appear as a unitary phrase with no emphasis on the word "CASTLE"; the word "CASTLE" never appears separately from the words "OLD" and "WINES"; and the words "brand" or "brands", if used in connection with the unitary phrase "OLD CASTLE WINES", never appear in all capital letters, in italics, or in any other way that gives emphasis to "brand" or "brands".

5. In consideration for the assignment of the TRADEMARK and the CASTLE DESIGN, and for all other terms of this Agreement, CASTLE BRANDS shall pay SAMOILA/DELCEA the amount of sixty thousand (\$60,000.00) dollars within two (2) business days after receipt by counsel for CASTLE BRANDS, of an original copy of this Agreement executed by both Anton Samoila and Cristian Delcea. Payment shall be made as follows:

(a) A check in the amount of thirty thousand dollars (\$30,000.00) made payable to ANTON SAMOILA shall be sent by Federal Express to 2368 Fenwick Way 508 Summer Lake Lane, Virginia Beach, Virginia 23453; and

(b) A check in the amount of thirty thousand dollars (\$30,000.00) made payable to CRISTIAN DELCEA shall be sent by Federal Express to 321 Argosy Drive, Gaithersburg, Maryland 20878.

6. SAMOILA/DELCEA accept CASTLE BRANDS' payment in the amount of sixty thousand (\$60,000.00) dollars as full consideration for the assignment of the TRADEMARK and

the CASTLE DESIGN and the good will associated therewith; and for all other terms of this Agreement.

7. SAMOILA/DELCEA shall, as of the Effective Date, promptly cease all use of the CASTLE DESIGN, either alone or in combination with other words or symbols, as a trademark or service mark for wine, alcoholic beverages, and importation and distribution services of wine and alcoholic beverages and any other goods or services, including without limitation use on or in any packaging, advertising, promotion, product literature, letterhead and internet websites; with the following exceptions:

(a) any goods labeled prior to the Effective Date with the CASTLE DESIGN (and any invoices or documents connected therewith) , which are in the possession or control of SAMOILA/DELCEA as of or subsequent to the Effective Date, may be sold in commerce until December 31, 2006;

(b) any goods labeled prior to the Effective Date with the CASTLE DESIGN (and any invoices or documents connected therewith), which are not in the possession or control of SAMOILA/DELCEA as of or subsequent to the Effective Date, may be sold in commerce and are not subject to the terms of this Agreement (to avoid any doubt, CASTLE BRANDS expressly acknowledges that product that has been sold in the market with the CASTLE DESIGN prior to the Effective Date, will not be recalled by SAMOILA/DECEA and may remain available for sale by retailers for an indefinite period of time);

(c) print advertising, if any, displaying the CASTLE DESIGN that had been ordered and paid for but not published as of January 1, 2006, may be used in the stream of commerce, without violating this Agreement, until August 1, 2006.

8. After the Effective Date SAMOILA/DELCEA shall not use or attempt to register the CASTLE DESIGN or any other "castle-like" mark or design, either alone or in combination with other words or symbols, in connection with the services identified in U.S. Registration No. 2,904,897 or with any other goods or services in any way that would reasonably be deemed likely to cause confusion with respect to any use hereafter of the CASTLE DESIGN or the CASTLE BRANDS LOGO by CASTLE BRANDS or any of its successors or assigns.

9. SAMOILA/DELCEA acknowledge CASTLE BRANDS' ownership, as of the Effective Date, of the CASTLE DESIGN and agree not to challenge the same. SAMOILA/DELCEA also acknowledge CASTLE BRANDS' ownership of the trademarks CASTLE BRANDS and the CASTLE BRANDS LOGO and agree not to challenge the same.

10. Without additional compensation from CASTLE BRANDS (except for reimbursement of SAMOILA/DELCEA's out-of-pocket expenses, if any), SAMOILA/DELCEA agree to execute any other document, to provide any information and to otherwise fully cooperate with CASTLE BRANDS as CASTLE BRANDS may reasonably request hereafter in the defense or support of CASTLE BRANDS' exclusive rights to the CASTLE DESIGN, provided, however, that within sixty (60) days after the Effective Date CASTLE BRANDS files with the U.S. Patent and Trademark Office, copying SAMOILA/DELCEA, a request for recordation of the assignment herein of the TRADEMARK and U.S. Registration No. 2,904,897.

11. Any use by SAMOILA/DELCEA of the CASTLE DESIGN, either alone or in combination with other words or symbols, in violation with the provisions of this Agreement, including but not limited to the terms set forth in Paragraph 7 herein, shall cause CASTLE BRANDS irreparable injury and be considered a material breach of this Agreement. In addition to any other rights it may have in respect to such breach, CASTLE BRANDS shall have the right to

enjoin such use and to seek monetary damages including attorneys' fees

12. Nothing in this Agreement shall require that CASTLE BRANDS use the CASTLE DESIGN or maintain Registration No. 2,904,897; and the abandonment of the TRADEMARK and/or the CASTLE DESIGN by CASTLE BRANDS and/or the cancellation of Registration No. 2,904,897 shall not be considered a breach of this Agreement.

13. This Agreement shall be governed by and construed under the laws of the State of New York, where it was prepared, without recourse to its conflict of laws principles; and shall be interpreted as if drafted by both parties, CASTLE BRANDS and SAMOILA/DELCEA.

14. This Agreement shall apply and extend (a) throughout the United States and (b) to every other country and territory of the world, if any, where SAMOILA/DELCEA currently has rights in and to the TRADEMARK or CASTLE DESIGN. In the event that SAMOILA/DELCEA now own or later acquire additional rights or registrations for the CASTLE DESIGN, with or without words, as used with the services specified in Registration No. 2,904,897 or any related goods or services, SAMOILA/DELCEA shall assign said rights and/or registrations to CASTLE BRANDS pursuant to this Agreement without additional compensation to SAMOILA/DELCEA.

15. This Agreement contains the entire understanding of the parties hereto, superseding any prior agreement or understanding, whether orally or in writing, and may not be changed, modified or terminated except by an agreement in writing signed by both parties hereto and dated subsequent to the Effective Date.


16. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto; their successors, assigns, officers, directors, heirs, agents and any related or affiliated parties under their direction or control.

17. Each party hereto represents that it has consulted with an attorney prior to signing this Agreement or, if no attorney has been consulted, that it has read and understand the terms and conditions hereof.

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement and bind themselves to the terms and conditions hereof.

CASTLE BRANDS INC.

By 
Name: MATTHEW F. MacFarlane
Title: CHIEF FINANCIAL OFFICER
Date: FEBRUARY 10, 2006

ANTON SAMOILA

By _____

Date: _____

CRISTIAN DELCEA

By _____

Date: _____

17. Each party hereto represents that it has consulted with an attorney prior to signing this Agreement or, if no attorney has been consulted, that it has read and understand the terms and conditions hereof.

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement and bind themselves to the terms and conditions hereof.

CASTLE BRANDS INC.

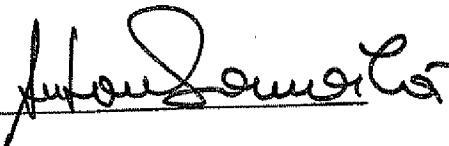
By _____

Name:

Title:

Date: _____

ANTON SAMOILA

By 

Date: 2/14/06

CRISTIAN DELCEA

By 

Date: Feb. 10, 2006

EXHIBIT A



OLD CASTLE
WIDERS

EXHIBIT B

