

08-24-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

OFFICE OF PUBLIC RECORDS  
U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



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FINANCE SECTION

RECORDS  
2:07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FB WINE COMPANY LIMITED

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance / Execution Date(s):

December 22, 2005 (Backdated, so that Execution Date(s) this is instrument's effective date)

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CWG LLC  
 Internal Address: N/A  
 Street Address: 808 Howell Street  
 City: Seattle  
 State: Washington  
 Country: U.S.A. Zip: 98101

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,230,941 FAT BASTARD

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: George B. Snyder

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 1177 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: (212) 715-9245

Fax Number: (212) 715-8000

Email Address: GSnyder@KRAMERLEVIN.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0540

Authorized User Name George B. Snyder

9. Signature:

George B. Snyder  
40.00 DA

Signature

08/18/06

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003384 FRAME: 0747

8-27-06

OFFICE OF PUBLIC RECORDS

08/23/2006  
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**THIS ASSIGNMENT made**

**BETWEEN:**

- (1) **FB WINE COMPANY LIMITED**, a company registered in England under number 3875668 whose registered office is at 3 Coldharbour Business Park, Sherborne, Dorset DT9 4JW (the "Assignor" or "FB");
- (2) **CWG LLC**, a corporation organized and existing under the laws of the State of Washington, with its principal place of business at 808 Howell Street, City of Seattle, County of King, State of Washington, USA (the "Assignee").

**BACKGROUND:**

- (A) The Assignor is the proprietor of the trademark in the United States and that certain registration as identified in the Schedule hereto (the "Trademark"), jointly with Domaines due Soleil ("DDS") as also indicated in the Schedule.
- (B) By that certain agreement entitled "Asset Purchase Agreement" made between and among parties including the Assignor and Assignee (the "Purchase Agreement") the assignment of the Trademark to the Assignee for the consideration hereinafter mentioned has been agreed.

**IT IS NOW AGREED:**

1. In pursuance of the Purchase Agreement and for the consideration stated in the Purchase Agreement the Assignor hereby assigns and confirms the assignment to the Assignee with full title guarantee all of the right title and interest which Assignor holds (jointly as indicated in the Schedule) in and to the Trademark and all the rights powers liberties and immunities conferred on the proprietor thereof by the aforementioned registration free from all liens, charges and encumbrances and including the right to sue for damages and other remedies in respect of any infringement of the Trademark which may have occurred prior to the date hereof together with the goodwill of the business connected with the use of and symbolized by the Trademark to hold unto the Assignee absolutely.
2. The Assignor will at the request and expense of the Assignee do all acts and execute all documents and procure the deposing to or swearing of any declarations or oaths reasonably necessary or desirable for vesting absolutely all right title and interest to the Trademark in favour of the Assignee and for conferring on the Assignee rights of action in relation to any passing off by third parties at the date hereof and will comply with any other matter or thing and render all assistance reasonably required by the Assignee and pending the doing executing and making of such acts, documents, declarations, oaths and things the Assignor shall hold the legal estate in the Trademark in trust for the Assignee.
3. The Assignor hereby warrants that:
  - (a) at the date of its execution hereof all registration and renewal fees payable in respect of the Trademark have been duly paid;

(b) the Trademark is subsisting.

4. In the event that proceedings are at any time instituted by way of claim, petition or counter claim impugning the validity of the Trademark the Assignor will render all reasonable assistance to the Assignee in relation thereto (including participation in proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs fees and expenses.
5. This Assignment shall be governed by and construed in all respects in accordance with the laws of State of Washington, USA, and each party submits to the proper jurisdiction and venue being in Seattle, Washington, USA in the Superior Court for the State of Washington in and for the County of King or in the United States District Court for Western Washington at Seattle.


**As Witness** the hands of the duly authorised representatives of the parties hereto.

CWG, LLC


By:   
Name: Peter M Click  
Its: Manager

Date: Dec. 22, 2005

EXECUTED as a DEED by )  
FB WINE COMPANY LIMITED )  
acting by a director and its )  
secretary or two directors )

Director 

Date: 22<sup>nd</sup> Dec, 2005

Director/secretary 

**SCHEDULE**

<b>Description of Mark</b>	<b>Registration</b>	<b>Owner</b>
Fat Bastard	2230941	DDS/FB