

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Portugal Venture Limited		10/23/2006	limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Sandeman Jerez, S.L.
Street Address:	Apartado 53 - Pizarro 10
City:	11403 Jerez de La Frontera, Cadiz
State/Country:	SPAIN
Entity Type:	LIMITED LIABILITY COMPANY: SPAIN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1679588	4 G S C
Registration Number:	0090925	ARMADA
Registration Number:	2916663	CAPA NEGRA
Registration Number:	1402440	CHARACTER SANDEMAN
Registration Number:	0300871	CORREGIDOR
Registration Number:	1400611	DON FINO
Registration Number:	1071926	ROYAL AMBROSANTE
Registration Number:	1071925	ROYAL CORREGIDOR
Registration Number:	0302263	
Registration Number:	0064221	SANDEMAN

CORRESPONDENCE DATA

Fax Number: (212)813-5901
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-813-5900

CH \$265.00 1679588

Email: dsullivan@frosszelnick.com
Correspondent Name: David Ehrlich
Address Line 1: Fross Zelnick Lehrman & Zissu, P.C.
Address Line 2: 866 United Nations Plaza
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

PVEN - 0304695

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

David Ehrlich

Signature:

/dms for david ehrlich/

Date:

11/17/2006

Total Attachments: 3

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**Portugal Venture Limited
8 Henrietta Place
London W1G ONB
England**

Dated: 23 October, 2006

Sandeman Jerez, S.L.
Apartado 53 – Pizarro 10
11403 Jerez de La Frontera, Cadiz
Spain

Gentlemen:

This will confirm our previous understanding and relationship as follows:

1. We hereby grant to you upon the terms and conditions of this agreement a royalty-free, non-exclusive license to use the registered trademarks listed on Schedule A attached hereto and such other trademarks (if any) as we may from time to time agree in writing to include hereunder (hereinafter the "Licensed Marks") in the United States, and its territories and possessions (the "Territory") on wines and on such other products (if any) as we may agree in writing.
2. You agree that the products to which the Licensed Marks are applied shall conform to such quality and type as we may prescribe, and shall be at least equal in quality to products currently produced under the Licensed Marks.
3. The packaging and labeling for all products to which the Licensed Marks are applied shall in all respects comply with all applicable laws and shall bear such appropriate notices of trademark rights as we may request.
4. You shall furnish us or cause to be furnished to us, every year and without charge, a reasonable quantity of samples of the products to which the Licensed Marks are applied, so that we may assure ourselves that the provisions of this agreement are being observed. Wine labels shall not be materially changed without our approval.
5. You confirm our ownership of the Licensed Marks in the Territory, and confirm that any prior use by you of the Licensed Marks in the Territory


was use pursuant to our authorization and inuring to our benefit and that any use by you of the Licensed Marks in the Territory from and after the date of this agreement shall continue to inure to our benefit.

6. Either party may terminate this agreement, without cause, upon ninety (90) days written notice. If you shall violate or fail to perform any of your obligations hereunder, we shall have the right to give written notice of such default to you, and this license shall terminate thirty (30) days after your receipt of such notice unless you shall have completely remedied the default within the thirty-day period. We shall also have the right to terminate this license immediately upon written notice to you if you become insolvent or enter into bankruptcy or similar proceedings, or if you cease to be under common control with us.
7. You shall cooperate with us in the registration and protection of the Licensed Marks, and execute any necessary documents in connection therewith.

Please signify your assent by signing at the indicated place below.

Very truly yours,

PORTUGAL VENTURE LIMITED


By: 

Name: Salvador da Cunha Guedes

Title: Administrator

Accepted and Agreed to:

SANDEMAN JEREZ, S.L.

By: 

Name: Fernando da Cunha Guedes

Title: Administrator

SCHEDULE A

No. 1.679.588 4GCS (DEVICE)
No. 90.925 ARMADA (WORD)
No. 2.916.663 CAPA NEGRA (WORD)
No. 1.402.440 CHARACTER SANDEMAN (DEVICE)
No. 300.871 CORREGIDOR (WORD)
No. 1.400.611 DON FINO (WORD)
No. 1.071.926 ROYAL AMBROSANTE (WORD)
No. 1.071.925 ROYAL CORREGIDOR (WORD)
No. 302.263 DEVICE (DON FIGURE)
No. 64.221 SANDEMAN (WORD)

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