

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:	Sogrape Vinhos, S.A.		
Street Address:	Lugar de Aldeia Nova		
City:	Avintes, V.N.G.		
State/Country:	PORTUGAL		
Entity Type:	CORPORATION: PORTUGAL		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1366975	FOUNDERS RESERVE	
Registration Number:	1668750	QUINTA DO VAU	
Registration Number:	2362926	VAU VINTAGE	
Registration Number:	0302263		
Registration Number:	0064221	SANDEMAN	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
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 - 0427142		

CH \$140.00 1366975

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 0NB
England**

Dated: 23 October, 2006

Sogrape Vinhos, S.A.
Lugar de Aldeia Nova, Avintes
V. N.G.
Portugal

Gentlemen:

This will confirm our previous understanding and relationship as follows:

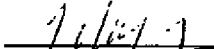
1. We hereby grant to you upon the terms and conditions of this agreement a royalty-free, non-exclusive license to use the registered trademarks listed on Schedule A attached hereto and such other trademarks (if any) as we may from time to time agree in writing to include hereunder (hereinafter the "Licensed 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

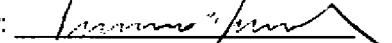
By: 

Name: Salvador da Cunha Guedes

Title: Administrator

Accepted and Agreed to:

SOGRAPE VINHOS, S.A.

By: 

Name: Fernando da Cunha Guedes

Title: Administrator

SCHEDULE A

No. 1.366.975 FOUNDERS RESERVE (WORD)
No. 1.668.750 QUINTA DO VAU (WORD)
No. 2.362.926 VAU VINTAGE (WORD)
No. 302.263 DEVICE (DON FIGURE)
No. 64.221 SANDEMAN (WORD)

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