

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
Hambrecht Wine Group, L.P., d/b/a Belvedere Winery		07/17/2007	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Polmos Zyrardow spolka z ograniczona odpowiedzialnoscia
Street Address:	ul. Mickiewicza 1-3
City:	Zyrardow
State/Country:	POLAND
Postal Code:	96-300
Entity Type:	LIMITED LIABILITY COMPANY: POLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1563665	BELVEDERE
Registration Number:	2670702	BELVEDERE

CORRESPONDENCE DATA

Fax Number: (312)984-3150
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3129843100
Email: trademarks@bfkn.com
Correspondent Name: Wendi E. Sloane
Address Line 1: 200 West Madison Street, Suite 3900
Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	LVMH-0057A
--------------------------------	------------

DOMESTIC REPRESENTATIVE

Name: Barack Ferrazzano Kirschbaum & Nagelberg

OP \$65.00 1563665

Address Line 1: 200 West Madison Street, Suite 3900

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Wendi E. Sloane

Signature:

/Wendi E. Sloane/

Date:

07/19/2007

Total Attachments: 3

source=LVMH-0057 Assignment 7-17-07#page1.tif

source=LVMH-0057 Assignment 7-17-07#page2.tif

source=LVMH-0057 Assignment 7-17-07#page3.tif

ASSIGNMENT

WHEREAS, Hambrecht Wine Group, L.P., d/b/a Belvedere Winery, a California limited partnership, having a place of business at 4035 Westside Road, Healdsburg, California 95448, U.S.A. ("Assignor"), owns in the United States the trademarks set forth in Schedule A, including the trademark BELVEDERE for use in connection with wine and vodka and all registrations, goodwill, and domain names associated with or related to the BELVEDERE trademark (collectively the "Belvedere Mark"); and

WHEREAS, Assignor represents and warrants that Schedule A sets forth a complete list of all worldwide trademark registrations and domain names associated with or relating to the Belvedere Mark owned by Assignor; and

WHEREAS, Polmos Zyrardow spolka z ograniczona odpowiedzialnoscia, a Polish limited liability company, having its registered office at ul. Mickiewicza 1-3, 96-300 Zyrardow, Poland ("Assignee"), has agreed to acquire the entire right, title and interest of Assignor in, to and under the Belvedere Mark, including, but not limited to, the registrations and domain names listed on Schedule A; and

WHEREAS, pursuant to that certain Settlement Agreement and Release of Claims dated July 13, 2007 (the "Settlement Agreement"), Assignor and Millennium Import LLC, a Delaware limited liability company and an affiliate of Assignee ("Millennium"), have settled all claims by Assignor against Millennium and/or Millennium against Assignor related to the lawsuit between Millennium and Assignor filed under the caption *Hambrecht Wine Group L.P. v. Millennium Import LLC*, Case No. C 05-4625 JW HRL in the United States District Court for the Northern District of California; and

WHEREAS, Assignee is the designee or assignee that Millennium specified in the Settlement Agreement for purchase of the Belvedere Mark, and all attendant registrations and domain names as set forth in Schedule A, together with all goodwill associated with or related to the Belvedere Mark; and

WHEREAS, pursuant to the Settlement Agreement, Assignor has agreed to transfer to Assignee the Belvedere Mark, and all attendant registrations and domain names as set forth in Schedule A, together with all goodwill associated with or related to the Belvedere Mark.

NOW, THEREFORE, in consideration of the mutual promises contained in the Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge:

1. Assignor does sell, transfer, convey, and assign to Assignee, free and clear of all liens, encumbrances, claims, licenses, restrictions, and rights of any other person whatsoever, (i) all of Assignor's right, title, and interest in, to, and under the Belvedere Mark (including but not limited to the registrations and domain names set forth on Schedule A), together with all goodwill associated with or related to the Belvedere Mark, and together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for

its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and (ii) any and all other right, title or interest Assignor may have in the name, word or term "Belvedere."

2. Assignor represents and warrants that it has full right to convey all right, title and interest herein assigned, along with all goodwill associated with or related to the Belvedere Mark.

3. The parties understand and agree that the purchase, sale, and assignment of the Belvedere Mark and all attendant registrations, goodwill, and domain names is for the transfer of all Assignor's rights within the meaning of 26 U.S.C. § 1253 and other relevant provisions of state and federal tax codes and does not constitute a license or other transaction in which Assignor retains a "significant power, right or continuing interest" in the Belvedere Mark, as that quoted wording is defined in § 1253, such that the parties intend such transfer to be a sale of a capital asset.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officer thereunto duly authorized this 17 day of July, 2007.

HAMBRECHT WINE GROUP, L.P., a
California limited partnership d/b/a
BELVEDERE WINERY



Name: William R. Hambrecht
Title: Managing Partner

STATE OF ^{NEW} YORK)
COUNTY OF ^{NEW} YORK)

SS:

On this 17 day of July, 2007, before me appeared William R. Hambrecht who, being by me duly sworn did say that he/she is the Managing Partner of Hambrecht Wine Group, L.P., d/b/a Belvedere Winery, a limited partnership of the State of California, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such partnership and that the foregoing Assignment was a free and voluntary act and deed.


Notary Public

My commission expires: 15 MAY 2010

KENNETH A. EDELSTEIN
Notary Public, State of New York
No. 01ED6041732
Qualified in New York County
Commission Expires May 15, 2010

SCHEDULE A

Registrations

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	BELVEDERE (wine)	1,563,665	October 31, 1989
United States	BELVEDERE (vodka)	2,670,702	January 7, 2003

Domain Names

Name

www.belvederewinery.com

www.belvederewines.com