

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
Long Shadows Vinters LLC		10/12/2007	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Dandrew Wine LLC		
Street Address:	3534 BAGLEY AVE N		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78214640	PENDULUM	
CORRESPONDENCE DATA			
Fax Number:	(206)749-2006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-447-8925		
Email:	stepn@foster.com		
Correspondent Name:	Nancy V. Stephens		
Address Line 1:	1111 3rd Avenue		
Address Line 2:	Suite 3400		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	97248 ASSIGN. PENDULUM		
NAME OF SUBMITTER:	Nancy V. Stephens		
Signature:	/Nancy V. Stephens/		

CH \$40.00 78214640

Date:

01/22/2008

Total Attachments: 3

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UNIT PURCHASE AGREEMENT

This Unit Purchase Agreement ("Agreement") dated as of the 12th day of October, 2007, by Long Shadows Vintners LLC ("Seller"), and Dandrew Wine LLC ("Buyer") for the purchase from Seller by Buyer of all its Units (the "Units") of Pendulum LLC, a Washington limited liability company (the "Company") as set forth below.

BACKGROUND STATEMENT

[REDACTED]

[REDACTED]

[REDACTED]

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE I The Transaction

1.1 Sale and Purchase

1.2 Consideration.

1.2.1

1.2.2

1.2.3 Seller shall transfer Pendulum trademark to the Buyer.

1.2.4

ARTICLE II Representations and Warranties of Buyer

To induce Seller to enter into this Agreement, Buyer hereby represents and warrants to, and agrees with, Seller as follows:

2.1 Adequate Information; Scope of Examination. Regarding the Company, its operations, business plan, financial condition, principals, management and all other matters relating to this investment and Agreement: Buyer has received, carefully read and is familiar

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Washington, which courts shall have exclusive jurisdiction of all matters related to this Agreement and the transaction contemplated hereby.

4.4 Captions. Further Assurances. Each party shall cooperate and execute such documents and instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transaction contemplated hereby.

4.5 Amendment and Waiver. The parties may by mutual agreement amend this Agreement in any respect, and any party, but only as to such party, may (a) extend the time for the performance of any of the obligations of any other party; (b) waive any inaccuracies in representations by any other party; (c) waive compliance by any other party with any of its agreements contained herein and the performance of any obligation by such other party; and (d) waive the fulfillment of any condition that is precedent to the performance by such party of any of its obligations under this Agreement. To be effective, all such amendments or waivers must be in writing and be signed by the party against whom enforcement of the amendment or waiver is sought.

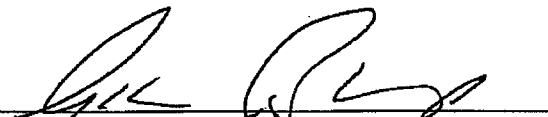
4.6 Entire Agreement. This Agreement sets forth all of the representations, warranties, promises, covenants, agreements, understandings, conditions, inducements and other terms between the parties hereto regarding the subject matter hereof, and supersedes all prior, contemporaneous and other representations, warranties, promises, covenants, agreements, understandings, conditions or inducements, if any, express or implied, oral or written.

4.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

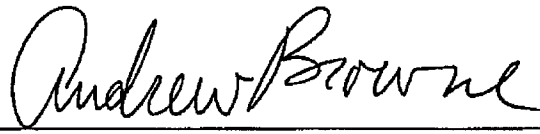
IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first above written.

SELLER:

BUYER:



Allen Shoup
Long Shadows Vintners LLC



Andrew Browne
Dandrew Wine LLC