

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
Bodegas y Vinedos Olvena, S.L.		02/08/2008	CORPORATION: SPAIN
RECEIVING PARTY DATA			
Name:	Paterno Imports, Ltd.		
Doing Business As:	DBA Terlato Wines International		
Street Address:	900 Armour Drive		
City:	Lake Bluff		
State/Country:	ILLINOIS		
Postal Code:	60044		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77319363	OLVENA	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ddeuerling@mwe.com		
Correspondent Name:	Daniel N. Christus		
Address Line 1:	227 W. Monroe		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	77126-208		
NAME OF SUBMITTER:	Daniel N. Christus		
Signature:	/Daniel N. Christus/		
Date:	02/14/2008		

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Total Attachments: 1
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WHEREAS, Bodegas y Viñedos Olvena, S.L., a corporation existing under the laws of Spain, having its principal place of business at Paraje El Arifo, Ctra. N-123, km 5, Apartado de Correos 97, 22300 Barbastro, Spain (hereinafter "Assignor"), is the owner of the following trademark in the United States, including the following Intent to Use Application for federal registration:

Mark: OLVENA and design U.S. Application Serial No 77/319,363
Filing Date: November 1, 2007

WHEREAS, Paterno Imports, Ltd., doing business as Terlato Wines International (hereinafter "Terlato"), a corporation existing under the laws of the State of Illinois, with offices located at 900 Armour Drive, Lake Bluff, IL 60044, is desirous of acquiring all right, title and interest in and to the above United States mark (the "mark"), together with the goodwill of the business with which the mark are used and which is symbolized by the mark, and the federal registration thereof, and the right of recovery in all legal actions based on such mark and registration (collectively "Olvena").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms herein, Assignor does hereby assign, transfer and set over to Terlato, its entire right, title and interest in and to the mark and the federal Registration therefor, together with the good will of the business in connection with which the marks are used and which is symbolized by the marks, as fully and entirely as the same would have been held and enjoyed by it if this assignment had not been made, including the right to pursue all legal actions based in such marks and to recover for past infringement or violations of law relating to said marks and the same to be held and enjoyed by Terlato and its legal representatives, successors and assigns, for its own use and enjoyment, and for the use and enjoyment of its assigns, successors, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

In the event the Distribution Agreement between the parties dated August __, 2007 is terminated and the Brand Equity Fee called for in that Agreement has been paid to Terlato, then all right, title, and interest in and to the above marks and in the Registrations set forth above shall revert to Assignor. As a condition of this Assignment, Terlato agrees to execute whatever documents are necessary to vest title in the above marks and registrations in Assignor.

BODEGAS Y VIÑEDOS OLVENA, S.L.

BY:  _____, _____
Roberto Panfili, Director Date

TERLATO WINES INTERNATIONAL

BY:  _____, _____
William A. Terlato, President & CEO Date