

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A.V. Imports, Inc.		10/09/2007	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A.V. Brands, Inc.		
<b>Street Address:</b>	6450 Dobbins Road		
<b>Internal Address:</b>	Suite G		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21045		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76573600	RUSSKAYA	
<b>Serial Number:</b>	78658055	RUSSKAYA RUSSIAN VODKA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)393-5350		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	202 638 6666		
<b>Email:</b>	dmccoy@jhip.com		
<b>Correspondent Name:</b>	Simor Moskowitz		
<b>Address Line 1:</b>	400 Seventh Street, N.W.		
<b>Address Line 2:</b>	Jacobson Holman PLLC		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	G13863		
<b>NAME OF SUBMITTER:</b>	Simor Moskowitz		

OP \$65.00 76573600

Signature:

/Simor Moskowitz/

Date:

02/15/2008

**Total Attachments: 6**

source=assignment#page1.tif

source=assignment#page2.tif

source=assignment#page3.tif

source=assignment#page4.tif

source=assignment#page5.tif

source=assignment#page6.tif

## TRADEMARK ASSIGNMENT

9/15 THIS TRADEMARK ASSIGNMENT (the "Assignment"), dated as of October 2007 is made by A.V. Imports, Inc., Inc., a Maryland corporation (the "Assignor"), to and for the benefit of A.V. Brands, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and owns all right, title and interest in and to those certain trademarks and the United States and foreign registrations and applications therefore as identified on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, in accordance with the terms and conditions of that certain Asset Purchase Agreement, dated as of September 18, 2007, 2007, by and among the Assignor, Assignee and the stockholders of Assignor, the Assignor desires to assign all its right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. The Assignor hereby does irrevocably contribute, assign, transfer and convey as the date hereof, to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same could have been held and enjoyed by the Assignor had this Assignment not been made.

2. The Assignor further assigns to the Assignee all right to sue and receive all damages accruing from the past infringements of the Trademarks herein assigned.

3. The Assignor represents and warrants that, as of the date of execution of this Assignment: (i) the Trademarks and the goodwill of the business symbolized thereby are free and clear of any encumbrance; (ii) it has full right to convey the Trademarks and the goodwill of the business symbolized thereby; and (iii) to the best of the Assignor's knowledge, the Trademarks do not infringe the intellectual property rights of any third party.

4. The Assignor, without further consideration, shall take such actions, including without limitation the execution, acknowledgment and delivery of documents, as may reasonably be requested by the Assignee to further effect the transactions contemplated herein.

**Signatures Appear On Following Page.**

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date above.

ATTEST

A.V. IMPORTS, INC., INC.

Charles F. Melarity

By: 

Name: Albert Pécora

Title: President and Secretary

Accepted and agreed to as of the date first written above:

A.V. BRANDS, INC.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date above.

ATTEST

A.V. IMPORTS, INC., INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Albert Pecora  
Title: President and Secretary

Accepted and agreed to as of the date first written above:

A.V. BRANDS, INC. .

By:   
Name: Michael Kenton  
Title: CEO

**SCHEDULE A**

38793 - A.V. IMPORTS - ACTIVE TM MATTERS (SORTED BY MARK) 10-1-2007

Docket No.	Mark	Appl. No	Appl. Date	Country	Reg No	Reg Date	Status	Class(es)	Goods/Services	Due Date	Next Action
245122	ALEXA	77/178427	5/11/2007	United States			Filed	33	Wine, vodka, distilled spirits	2/27/2008	Response to Office Action
205072	ARGENTINE BEEF	76/599279	6/25/2004	United States	3085940	4/25/2006	Registered	33	Wines	4/25/2012	Section 8 & 15 Affidavit Due
202854	BELMONDO	TO94C002259	8/12/1994	Italy	684485	8/12/1994	Registered			8/12/2014	Renewal Due
179419	BELMONDO	74/493572	2/23/1994	United States	1890099	4/19/1995	Registered	33	Wines	4/19/2015	Renewal Due
219240	BELMONDO	78/665759	7/7/2005	United States			Filed	30	Balsamic vinegar	12/29/2007	Status Check
205071	CHILEAN SEA BASS	76/599301	6/25/2004	United States			Filed	33	Wines	3/18/2008	Status Re Cert of Reg.
171359	CONCEPCION	76/244677	4/23/2001	United States	2865937	7/27/2004	Registered	33	Wines	7/27/2010	Section 8 & 15 Affidavit Due
202110	CRAZY MOON	76/582631	3/24/2004	United States			Filed	33	Wines	11/16/2007	Statement of Use Due OR 3rd Extension
203698	CRAZY WOLF	76/591308	5/7/2004	United States			Filed	33	Wines	11/17/2007	Statement of Use Due OR 5th Extension
236498	ECSTASY	77/005474	9/22/2006	United States			Filed	33	Wines, brandy, distilled spirits	11/13/2007	Suspension Action Received Status Date 6 Months
236499	ECSTATIC	77/005504	9/22/2006	United States			Filed	33	Wines, brandy, distilled spirits	11/13/2007	Suspension Action Received Status Date 6 Months
235418	EROTICA	78/954637	8/17/2006	United States			Filed	33	Wines and distilled spirits	10/3/2007	Statement of Use Due OR 1st Extension
180666	GET SOME	76/418500	6/10/2002	United States	2892436	10/12/2004	Registered	35	Promoting the wine and distilled spirits of others through the distribution of printed media, promotional items and contests	10/12/2010	Section 8 & 15 Affidavit Due
172622	KUTSKOVA	76/274766	6/20/2001	United States	2664444	12/17/2002	Registered	33	Wines and spirits	12/17/2008	Section 8 & 15 Affidavit Due
179417	MISCELLANEOUS DESIGN (red bottle with gold capsule & oval label)	76/151819	10/23/2000	United States	2958723	5/31/2005	Registered	33	Wine	5/31/2011	Section 8 & 15 Affidavit Due
180671	RULE THE PARTY	76/419048	6/10/2002	United States	2848565	6/1/2004	Registered	33	Wines and spirits	6/1/2010	Section 8 & 15 Affidavit Due
204101	RUSSKAYA	76/573600	1/30/2004	United States			Filed	33	Vodka	3/21/2008	Status Check
203055	BA00CCS1_#193035-v2-AV_ Trademark_ Assignment_ Schedule RUSSKAYA RUSSIAN VODKA and Design	78/658055	6/24/2005	United States			Filed	33	Vodka	3/8/2008	Suspension Action Received Status Date 6 Months

38793 - A. V. IMPORTS - ACTIVE TM MATTERS (SORTED BY MARK) 10-1-2007

219241	SANTINI	78/665788	7/7/2005	United States		Filed	33	Wines and spirits	1/20/2008	Response to Office Action
233040	TODOS LOCO	78/920966	6/30/2006	United States		Filed	33	Vodka and distilled spirits	1/31/2008	Status Check - NOA/Reg Rec'd
250485	TRES RIOS	77/266132	8/28/2007	United States		Filed	33	Tequila	2/28/2008	Foreign Filing Deadline
238582	VIN ZIN	77/048716	11/21/2006	United States		Filed	33	Wines	3/24/2008	Status Check
180667	WE'RE TALKING AUSSIE	76/418501	6/10/2002	United States	2981369	Registered	33	Wine and spirits	8/2/2011	Section 8 & 15 Affidavit Due

BA0DOCS1-#193035-v2-AV\_\_Trademark\_Assignment\_Schedule