

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Michael K Havens		08/10/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sin E Wine Company, Inc.		
<b>Street Address:</b>	7536-E Fullerton Court		
<b>City:</b>	Springfield		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22153		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2983163	HAVENS WINE CELLARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)218-2160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7032182100		
<b>Email:</b>	kevin.oliveira@ofplaw.com		
<b>Correspondent Name:</b>	Kevin Oliveira		
<b>Address Line 1:</b>	Odin, Feldman & Pittleman, PC		
<b>Address Line 2:</b>	9302 Lee Highway, Suite 1100		
<b>Address Line 4:</b>	Fairfax, VIRGINIA 22031		
<b>ATTORNEY DOCKET NUMBER:</b>	37604-00029		
<b>NAME OF SUBMITTER:</b>	Philip L. Manno		
<b>Signature:</b>	/plm/		
<b>Date:</b>	04/16/2008		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "**Agreement**") dated as of August 10, 2006, between **MOBIUS PARTNERSHIP, L.P.**, a California limited partnership, as the "**Seller**," and **SIN É WINE COMPANY, INC.**, a California corporation, as the "**Buyer**."

Capitalized terms used in this Trademark Assignment and not otherwise defined in it have the same meanings given to them in the Agreement. Despite anything to the contrary in this instrument, for purposes of this instrument, the term "**Seller**" also includes **MICHAEL K. HAVENS** in his individual capacity.

The Seller has delivered this instrument signed by the Seller to enable the Buyer to file this instrument with any appropriate governmental agency to indicate ownership of the Trademarks described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Buyer under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Buyer all of the Seller's right, title, and interest in and to the following:

- (A) The registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment; and
- (B) The following properties and rights with respect to all trademarks and applications so listed in Annex A:
  - (1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;
  - (2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;
  - (3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Annex A;
  - (4) all income, royalties, damages, and payments later due or payable to the Seller with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

- (5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and
- (6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Buyer has succeeded to all right, title, and standing of the Seller to the following: (a) to receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) to commence, prosecute, defend and settle all claims and take all actions that the Buyer, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (c) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (d) benefits and binds the parties to the Agreement and their respective successors and assignees, (e) does not modify or affect, and is subject to, the provisions of the Agreement, and (f) may be signed in counterparts as provided in Section 10.5 of the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



Annex A

TRADEMARK	REGISTRATION #	REGISTRATION DATE	DATE OF FIRST USE	OWNER/DIVISION(S)	FOREIGN COUNTRIES
REGISTERED					
HAVENS WINE CELLARS	2,983,163	August 9, 2005	June 1, 1984	Michael K. Havens	

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