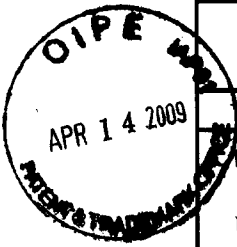


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documents or the new address(es) below.

to the Director of the U. S. Patent & Trademark Office

Name of conveying party(ies):
UVE Enterprises, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Retail Services & Systems, Inc.
Internal Address: Suite 214
Street Address: 11325 Seven Locks Road
City: Potomac
State: Maryland
Country: USA Zip: 20854

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Maryland
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 13, 2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2,984,308

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

WINERY DIRECT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Juan Carlos A. Marquez
Internal Address: ReedSmith, LLP
Street Address: 3110 Fairview Park Drive, Suite 1400
City: Falls Church
State: Virginia Zip: 22042-0681
Phone Number: 703-641-4200
Fax Number: 703-641-4340
Email Address: jmarquez@reedsmith.com

6. Total number of applications and registrations involved: One

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card 64710/2009 Last 4 Numbers 00000000 20090000
Expiration Date 01/01/09 - 12/31/09

b. Deposit Account Number 08-1480
Authorized User Name as signed

9. Signature: Juan Carlos A. Marquez Signature 13 APR 09 Date

Registration No.: 34,072

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SETTLEMENT AGREEMENT

February 2009

THIS AGREEMENT made as of this 12 day of August, 2008 between UVE

ENTERPRISES, INC., a corporation organized and existing under the laws of the State of California with offices located at 85 Sheehy Court, Napa, CA 94558 ("UVE") and RETAIL SERVICES & SYSTEMS, INC., a corporation organized and existing under the laws of Pennsylvania, with a place of business located at 11325 Seven Locks Road, Suite 214, Potomac, MD 20854 ("RS&S").

WHEREAS, RS&S has been using the designation "WINERY DIRECT" in connection with the retail sale of alcoholic beverages since at least as early as 2002; and

WHEREAS, UVE is owner of U.S. Reg. No. 2,984,308 for WINERY DIRECT for "Brokerage services in the field of alcoholic beverages" issued April 16, 2004;

WHEREAS, RS&S has petitioned to cancel UVE's Reg. No. 2,984,308 for the mark WINERY DIRECT (the "Cancellation");

WHEREAS, the Parties have reached an agreement with respect to a full and final compromise and settlement of all matters and all causes of action, arising before the date of this Agreement that arise from the factual issues giving rise to the Cancellation.

THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT**I. Trademark Assignment**

A. For good and valuable consideration, receipt of which is hereby acknowledged, UVE hereby sells, assigns, and transfers to RS&S the entire right, title and interest in and to its

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NY01/GARRP/1335410.2

trademark U.S. Reg. No. 2,984,308 for WINERY DIRECT and any variations thereof throughout the United States of America, together with the goodwill of the business symbolized and/or represented thereby.

B. UVE hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer U.S. Reg. No. 2,984,308 to RS&S, for RS&S's sole use and behoove; and for the use and behoove of RS&S's legal representatives and successors, to the full end of the term for which such Registrations may be granted, as fully and entirely as the same would have been held by UVE had this assignment and the transfer not been made. This assignment expressly includes the right of RS&S to sue third parties for past infringement.

II. Settlement Payment

Within fourteen days of the signing of this settlement agreement by both parties, RS&S shall pay to UVE the sum of Fifteen Thousand Dollars (\$15,000.00) by delivery to UVE's counsel of record.

III. Trademark Registration

A. UVE is the owner of U.S. Registration No. 3017449 for the mark DALLA TERRA for "Import agency services related to alcoholic beverages," issued November 22, 2005. RS&S hereby acknowledges that the DALLA TERRA mark is the exclusive property of UVE and that the use of the DALLA TERRA mark and all goodwill connected therewith shall inure to the benefit of UVE. Nothing herein shall give RS&S any right, title, or interest in or to the DALLA TERRA mark.

B. RS&S agrees that it will not do any act or thing in derogation of the rights of UVE in the DALLA TERRA trademark.

C. UVE has filed an application with the United States Patent and Trademark office to register the trademark DALLA TERRA WINERY DIRECT under United States Trademark Application Serial No. 77/339,094 for "Brokerage services in the field of alcoholic beverages." RS&S will not oppose or otherwise impede or take action against the use of the trademark DALLA TERRA WINERY DIRECT by UVE, and expressly consents to the registration of the trademark DALLA TERRA WINERY DIRECT as shown in United States Trademark Application Serial No. 77/339,094. RS&S expressly acknowledges and agrees that, subject to the provisions of this agreement governing the use of the mark "WINERY DIRECT" as part of the trademark DALLA TERRA WINERY DIRECT, UVE owns the name and mark DALLA TERRA WINERY DIRECT as used in connection with "Brokerage services in the field of alcoholic beverages," and that RS&S will not do any act or thing in derogation of the rights of UVE in the DALLA TERRA WINERY DIRECT trademark.

IV. Trademark License

A. RS&S hereby grants to the UVE a non-exclusive right and license to use the "WINERY DIRECT" trademark in connection with the words "DALLA TERRA" but only in connection with the goods and/or services relating to "Brokerage services in the field of alcoholic beverages." This shall be a fully paid, irrevocable and royalty-free license. UVE's use of the WINERY DIRECT trademark must be in connection with the words DALLA TERRA and the failure to use DALLA TERRA in conjunction with WINERY DIRECT shall be a violation of this license.

B. UVE shall not use the mark "WINERY DIRECT" in any manner inconsistent with the spirit and scope contemplated under this Agreement.

C. UVE agrees that it will not do any act or thing in derogation of the rights of RS&S in the WINERY DIRECT trademark.

D. RS&S shall have a right to inspect and review UVE's use of the the mark "WINERY DIRECT" to determine compliance with this Agreement. If RS&S becomes aware that UVE is not complying with this Agreement RS&S shall notify UVE in writing of such noncompliance, setting forth in reasonable detail, a description of the noncompliance and any suggestions for curing the noncompliance.

E. In the event that additional license rights are deemed by the mutual agreement of RS&S and UVE to be necessary and required under law to the providing or offering of goods and/or services or otherwise using the mark licensed under this Agreement, then RS&S and UVE shall thereafter negotiate in good faith a license agreement for such additional license rights having mutually agreeable and reasonable terms.

F. Unless sooner terminated or extended in accordance with this Agreement, the initial term of this Agreement shall be in full force and effect beginning from the effective date and shall continue for as long as U.S. Reg. No. 2,984,308 remains valid and enforceable.

G. Notwithstanding any other clause in this Agreement to the contrary, if either RS&S or UVE is delayed or prevented from fulfilling any of its obligations under this Agreement by reason of any cause beyond its reasonable control, including but not limited to acts of God, fire, strike, flood, riot, war, delay of transportation or inability to obtain necessary supplies or resources through normal commercial channels, then that party shall not be liable under this Agreement for damage as a result of said delay or failure. Any party affected by such a cause shall notify the other party of the particulars thereof within ten (10) days of the happening of such cause.

H. This Agreement shall be freely assigned and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

V. **Miscellaneous Provisions**

A. The provisions of this Agreement are severable, and in the event that any of the provisions of this Agreement are determined to be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of any of the remaining provisions hereof.

B. Neither party is the agent or legal representative of the other and no authority or right is conferred upon either party to this Agreement to assume any obligation of any kind expressed or implied on behalf of the other or to bind the other in any way.

C. As of the effective date hereof, this Agreement supersedes all previous oral and written agreements between the parties with respect to the subject matter of this Agreement and constitutes the only and entire understanding to exist between the parties with respect to the subject matter of this Agreement, and no amendment in addition or contrary to or inconsistent with the terms hereof shall be implied or proved from or evidenced by negotiations of the parties hereto before or hereafter conducted or agreements of the parties hereto before or hereafter, unless in writing and signed by the parties.

D. The parties agree to dismiss the Cancellation by causing their attorneys to sign a Stipulation of Withdrawal of Cancellation, and RS&S shall cause its attorneys to file such stipulation with the PTO.

E. The parties do hereby represent and warrant that they have the power and authority to enter into and execute this Agreement, and that when executed and delivered by their

respective undersigned officers or representatives, this Agreement will be valid and legally binding against each of the undersigned respectively.


F. The parties agree that in the event of a breach of this Agreement, the non-breaching party shall notify the breaching party in writing of such breach, and the breaching party shall have sixty (60) days from the date of such written notice to remedy the breach. The parties further agree that any breach of the Agreement would cause irreparable damages to the non-breaching party and that, in the event of such a breach, the non-breaching party shall have, in addition to any remedies at law, the right to an injunction, specific performance or other equitable relief to remedy or redress said breach.

G. This Agreement is a negotiated document initially prepared by one party as a matter of convenience; therefore, in the event of any dispute between the Parties, as a matter of law the provisions of this Agreement shall not be construed against or in favor of any particular party. The titles to various sections are for the convenience of the Parties and are not to be construed as limiting or otherwise changing the terms of this Agreement.

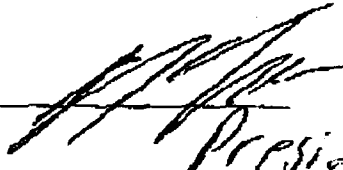
H. In entering into this Agreement, the Parties represent that they have relied upon the advice of counsel of their choice, and such other persons as they may have deemed appropriate, and that the terms of this Agreement are fully understood and voluntarily accepted.

IN WITNESS WHEREOF the parties have caused this Settlement Agreement to be duly executed and delivered as of the date set forth above.

UVE ENTERPRISES, INC.

By: 
Title: President
Date: 2/17/09

RETAIL SERVICES & SYSTEMS, INC.

By: 
Title: President
Date: 2/13/09