

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
Blanchard & Blanchard Ltd.		08/18/2009	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	Royal Wine Corporation		
Street Address:	63 Lefante Way		
City:	Bayonne		
State/Country:	NEW JERSEY		
Postal Code:	07002		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2910977	BLANCHARD & BLANCHARD	
CORRESPONDENCE DATA			
Fax Number:	(212)302-0295		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 840 8300		
Email:	h.natter@natter-natter.com		
Correspondent Name:	Howard Natter		
Address Line 1:	501 5th Avenue, Suite 808		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	09-5900-T		
NAME OF SUBMITTER:	Howard Natter		
Signature:	/Howard Natter/		
Date:	09/18/2009		

OP \$40.00 2910977

Total Attachments: 3

source=Blanchard assignment#page1.tif

source=Blanchard assignment#page2.tif

source=Blanchard assignment#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), is made and entered into as of August 18, 2009, by and among Blanchard & Blanchard Ltd, Inc. ("Assignor"), in favor of Angel Wine Corp. ("Assignee").

WHEREAS, Assignor owns and holds all right, title and interest in and to the trademark Blanchard & Blanchard, having filed registration for such mark in the United States Patent and Trademark Office and having been assigned Registration No. 2910977 (the "Mark");

WHEREAS, Assignor has entered into a certain agreement (the "Asset Purchase Agreement") with Assignee of even date herewith providing for the sale and assignment by Assignor to Assignee of the Mark.

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement and the premises and the mutual representations, warranties, covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, grants and conveys to Assignee, and Assignee hereby accepts from Assignor, effective on the date hereof, on an exclusive basis, all of Assignor's right, title and interest in, to and under the Mark, together with all registrations and renewals and/or extensions thereof (and the right to apply for any of the foregoing), all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Mark.

2. This Trademark Assignment relates to the assignment of the Mark by Assignor to Assignee. This Trademark Assignment is not intended and shall not be construed in any way or at any time as an agreement by Assignee to purchase or acquire any other asset of Assignor and/or to assume any liabilities of Assignor. Assignor shall defend and indemnify Assignee from and against any and all claims asserted against Assignee by any creditor of Assignor, which indemnity survives execution of this Trademark Assignment, and Assignor shall be liable to Assignee for any and all costs and expenses incurred by Assignee, including but not limited to attorneys' fees, in defending against any such claim.

3. Assignor hereby represents and warrants, knowing that Assignee is relying on such representations and warranties as a material inducement to enter into this Trademark Assignment, that (a) Assignor is the sole lawful owner of the rights in and to the Mark, free and clear of all liens and encumbrances; (b) Assignor is authorized and has the right to sell and transfer the Mark to Assignee; (c) Assignor has not entered into any contract or agreement to sell or assign the Mark to any third party; (d) no claim of infringement or any other claim has been asserted or filed against Assignor challenging Assignor's ownership and/or use of the Mark. Assignor shall defend and indemnify Assignee from and against any and all claims resulting

TRADEMARK ✓

REEL: 004064 FRAME: 0308

from a breach of the representations and warranties contained in this Paragraph "3", which indemnity survives execution hereof, and Assignor shall be liable to Assignee for any and all costs and expenses incurred by Assignee, including but not limited to attorneys' fees, in defending against any claim of infringement or other claim relating to the Mark transferred pursuant to this Agreement.

4. This Trademark Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof.

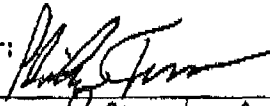
5. This Trademark Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee.


6. This Trademark Assignment may not be amended, modified or supplemented by either party hereto.

7. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. Signatures transmitted by fax or pdf are valid and binding.

8. All capitalized words and terms used herein and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

Assignor: 
By: Blanchard & Blanchard Ltd.
Name: Philip Ferrel
Title: President

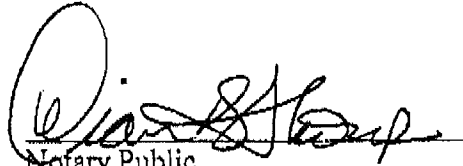
Assignee: 
By: Royal Wine
Name: Sheldon Ginsky
Title: CEO

ACKNOWLEDGMENT

STATE OF Maine)
) ss.
COUNTY OF Hancock)

On 8/19, 2009, before me, Dianne B Thompson, Notary Public, personally appeared Philip Teveral, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

DIANNE B. THOMPSON
NOTARY PUBLIC MAINE
MY COMMISSION EXPIRES MAY 03, 2012

