

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Wine Institute Ltd.		07/01/2009	COMPANY: NOT PROVIDED

RECEIVING PARTY DATA

Name:	Wayside Developments Ltd.
Street Address:	324-326 Regent Street
Internal Address:	Suite 404
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W1B 3HH
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78834209	SINCE 1686 MONTESQUIEU THE SPIRIT OF WINE VIRTUTEM FORTUNA SECUNDAT
Registration Number:	3694217	MONTESQUIEU
Registration Number:	3600335	THE SPIRIT OF WINE
Registration Number:	3589229	SINCE 1686 MONTESQUIEU THE SPIRIT OF WINE VIRTUTEM FORTUNA SECUNDAT
Registration Number:	3552005	MONTESQUIEU SINCE 1686
Registration Number:	3354462	THE SPIRIT OF WINE

CORRESPONDENCE DATA

Fax Number: (703)683-8396
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7035486284
 Email: dstarr@nathlaw.com
 Correspondent Name: Ross A. Epstein
 Address Line 1: 112 S. West Street

OP \$165.00 78834209

900158831

**TRADEMARK
 REEL: 004179 FRAME: 0920**

Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:

90602

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

ROSS A. EPSTEIN/H. DAVID STARR

Signature:

/Ross A. Epstein and H. David Starr/

Date:

04/05/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (“**Assignment**”), dated as of 1 July 2009 (the “**Effective Date**”), is entered into by and between International Wine Institute Ltd., a company organized and existing under the laws of the Island of Nevis (“**Assignor**”); and Wayside Developments Ltd., a company organized and existing under the laws of the United Kingdom (“**Assignee**”).

RECITAL

WHEREAS, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment from Assignor of the Intellectual Property Rights, subject to and on the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions. The following capitalized terms shall have the meanings set forth below:

“**Affiliate**” shall mean, with respect to any Party, any direct or indirect subsidiary of such Party, and any other entity that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Party. As used in this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies, whether through ownership of securities or partnership or other ownership interests, by contract or otherwise.

“**Assignment**” means this Intellectual Property Rights Assignment including **Exhibit A** hereof.

“**Governmental Authority**” means any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission.

“**Intellectual Property Rights**” shall mean the trademarks, trade names and service marks containing the word “Montesquieu” and/or the words “The Spirit of Wine,” whether statutory or common law, including the registrations thereof and applications for registration thereof and all goodwill appurtenant thereto, including those set forth on **Exhibit A** attached hereto. The term “Intellectual Property Rights” includes any and all rights of enforcement and rights to recover past, present and future damages arising out of or resulting from the infringement of the Intellectual Property Rights or unfair competition in the use of the Intellectual Property Rights.

“Party” means Assignor or Assignee individually and “Parties” means Assignor and Assignee collectively.

2. Assignment of Intellectual Property Rights. Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee all right, title and interest of Assignor and its Affiliates in and to the Intellectual Property Rights.

3. Governmental Authorities. The U.S. Patent and Trademark Office, European Union OHIM and all other Governmental Authorities with authority for the registration of the Intellectual Property Rights throughout the world shall be entitled to rely on this Assignment for the purpose of effecting a change in the registered owner of the Intellectual Property Rights assigned hereby.

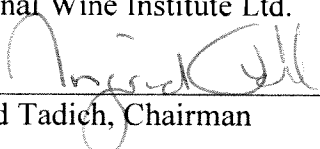
4. Further Assurances. Assignor and its Affiliates, at the request of Assignee, shall execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting the assignment and transfer of the Intellectual Property Rights in Assignee. Without limiting the foregoing, at any time or from time to time after the date hereof, at Assignee's request, Assignor and its Affiliates shall at the expense of Assignor: (i) execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation; provide such materials and information; and take such other actions as Assignee may reasonably deem necessary or desirable in order effectively to transfer, convey and assign to Assignee, or to confirm Assignee's title to, all of the Intellectual Property Rights; (ii) provide reasonable assistance and information in connection with the filing, prosecution and enforcement of the Intellectual Property Rights, and (iii) secure any consents, approvals or authorizations necessary to ensure that all Intellectual Property Rights are effectively transferred to Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Rights Assignment as of the date first above written.

“Assignor”

International Wine Institute Ltd.

By: 
Ingrid Tadich, Chairman

“Assignee”

Wayside Developments Ltd.

By: _____
Angela Adams, Director

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"Assignor"

International Wine Institute Ltd.

By: _____
Ingrid Tadich, Chairman

"Assignee"

Wayside Developments Ltd.

By: A. Adams
Angela Adams, Director

**EXHIBIT A
SCHEDULE OF MARKS – Page 1**



Original Holder	Mark's Wording	Mark's Type	First Deposit Date	Class	National Number Registration	Expires	International Mark	Refusal	International Deposit Date	International Deposit Number
VDHM	Henry, Baron de Montesquieu	Semi-figurative mark	27 May 1993	33	93 469 951	26 May 2003	Yes	Switzerland and Spain	15 November 1993	809 481
VDHM	Henry, Baron de Montesquieu	Semi-figurative mark	20 August 2004	33	04 309 386	19 August 2014				
VDHM	Henry, de Secondat de Montesquieu	Semi-figurative mark	27 May 1993	33	93 489 950	26 May 2003	Yes	Switzerland and Spain	15 November 1993	609 480
VDHM	Henry, de Secondat de Montesquieu	Semi-figurative mark	20 August 2004	33	0 3 309 3874	19 August 2014				
VDHM	M de Montesquieu	Semi-figurative mark	17 December 1996	33	96 656 861	16 December 2006				
VDHM	Les Persanes de Montesquieu	Semi-figurative mark	27 December 2000	33	03 073 267	26 December 2010				
VDHM	Baron de Montesquieu Accent Graves	Semi-figurative mark	18 October 2004	33	04 3 318 940	18 October 2014				
VDHM	Montesquieu Mode Rive Gauche	Word mark	11 October 2005	33	05 3 385 070	10 October 2015				

Source: Vins & Domaines Trademark Assignment dated 15 December 2005

EXHIBIT A
SCHEDULE OF MARKS – Page 2

MONTESQUIEU SA
March 13, 2009



U.S. PENDING APPLICATIONS

MARK	Ref. No.	Goods	Filing Date	Serial Number
MONTESQUIEU	90339	Wine, in Class 33 Brokerage in the field of wine, in Class 36 Conducting entertainment exhibitions in the nature of wine festivals; Entertainment services, namely, wine tastings, in Class 41 Providing information about wine characteristics, in Class 43	October 20, 2005	78736819
	90420	Wine, in Class 33 Packaging and private labeling of wine and wine-related products, in class 35 Brokerage in the field of wine, in Class 36 Conducting entertainment in the nature of wine festivals; entertainment services, namely, wine tastings, in Class 41	March 10, 2006	78834186
	90454	Wine, Class 33	March 10, 2006	78834209

Source: The Nath Law Group

**EXHIBIT A
SCHEDULE OF MARKS – Page 3**


U.S. TRADEMARK REGISTRATIONS

MARK	Ref. No.	Goods/Services	Registration Date	Registration Number
THE SPIRIT OF WINE	90453	Packaging and private labeling of wine and wine-related products, in International Class 35; Brokerage in the field of wine, in International Class 36; and Conducting entertainment exhibitions in the nature of wine festivals; entertainment services, namely, wine tasting, in International Class 41.	December 11, 2007	3354462
	90455	Wine, in Class 33 Packaging and private labeling of wine and wine-related products, in Class 35 Brokerage in the field of wine, in Class 36 Conducting entertainment exhibitions in the nature of wine festivals; entertainment services, namely, wine tastings, in Class 41	December 23, 2008	3552005
	90454A	Packaging and private labeling of wine and wine-related products, in Class 35 Brokerage in the field of wine, in Class 36 Conducting entertainment exhibitions in the nature of wine festivals; entertainment services, namely, wine tastings, in Class 41	March 10, 2009	3589229
THE SPIRIT OF WINE	90453A	Wine, in Class 33	4/xx/2009	3,600,335

Source: The Nath Law Group

**EXHIBIT A
SCHEDULE OF MARKS – Page 4**

**International Wine Institute Ltd.
Pending European (“CTM”) Trademark Applications**

MARK	Ref. No.	Goods	Filing Date	Serial Number
MONTESQUIEU	90611-CTM	<p>Wine totes with handles for carrying or holding wine, tote bags, in Class 18</p> <p>Wine racks, in Class 20</p> <p>Cork screws and cork holders, wine bottle cradles, bottle openers, mugs, in Class 21</p> <p>Shirts, sweatshirts, in Class 25</p> <p>Wine, in Class 33</p> <p>Packaging and private labeling of wine and wine-related products, in class 35</p> <p>Brokerage in the field of wine, in Class 36</p> <p>Conducting entertainment in the nature of wine festivals; entertainment services, namely, wine tastings, in Class 41</p>	10/27/2006	5421235
	90612-CTM	<p>Wine totes with handles for carrying or holding wine, tote bags, in Class 18</p> <p>Wine racks, in Class 20</p> <p>Cork screws and cork holders, wine bottle cradles, bottle openers, mugs, in Class 21</p> <p>Shirts, sweatshirts, in Class 25</p> <p>Wine, in Class 33</p> <p>Packaging and private labeling of wine and wine-related products, in class 35</p> <p>Brokerage in the field of wine, in Class 36</p> <p>Conducting entertainment in the nature of wine festivals; entertainment services, namely, wine tastings, in Class 41</p>	10/27/2006	5421151

Source: The Nath Law Group