

**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>
Jorg Rupf		01/02/2003	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Doppelganger, Inc.		
<b>Street Address:</b>	2900 Main Street		
<b>City:</b>	Alameda		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94501		
<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:	2684806	HANGAR ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-983-1274		
<b>Email:</b>	sftrademarks@pillsburywinthrop.com		
<b>Correspondent Name:</b>	Robert B. Burlingame		
<b>Address Line 1:</b>	Calendar/Docketing Dept. P.O. Box 7880		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94120-7880		
<b>ATTORNEY DOCKET NUMBER:</b>	080954/0308772		
<b>NAME OF SUBMITTER:</b>	Robert B. Burlingame		
<b>Total Attachments: 2</b>			
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CH \$40.00 2684806

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT  
TO DOPPELGANGER, INC.**

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this "Assignment") is made as of the 2nd day of January 2003, by and between JORG RUPF, an individual residing at  
("Assignor") and DOPPELGANGER, INC., a  
California corporation with corporate headquarters at 2900 Main Street, Alameda, CA 94501  
("Assignee").

WHEREAS, Assignor is the sole proprietor of a business known as "St. George Spirits" that distills and sells various alcoholic beverages, including but not limited to certain vodka and flavored vodka products. All proprietary rights, goodwill and business associated with such vodka products are referred to herein as the "Vodka Rights."

WHEREAS, the Vodka Rights consists of (a) all formulas, methods, techniques, process, including but not limited to confidential and proprietary recipes, know-how, business contacts, customer lists and other trade secrets developed, created and used by Assignor in the distillation and sale of Vodka Products, (collectively, the "Proprietary Data"); (b) the trade mark "Hangar One," used since at least September 1, 2001, and the associated U.S. Trademark Application Serial No. 78/101,809 and the resulting U.S. Trademark Registration No. 2684806, together with all other logos, designs, and trade marks used exclusively in connection with the manufacture and sale of the Vodka Products (collectively, the "Trade Marks"); (c) all labels, designs, artwork, images, photographs, web site designs, featuring the Vodka Products created by or on behalf of Assignor, and all copyright interests associated therewith, whether registered or not (collectively, the "Visual Artworks"); and (d) all good will of the business associated with the Vodka Products and symbolized by the Trademarks (the "Goodwill").

WHEREAS Assignor is the owner of all right, title and interest in and to the Vodka Rights; and

WHEREAS Assignee wishes to obtain all of the rights Assignor holds in the Vodka Rights including the Goodwill; and

WHEREAS Assignor wishes to assign to Assignee any and all existing rights Assignor holds in the Vodka Rights and the Goodwill.

NOW T H E R E F O R E, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby assigns unto Assignee all of the right, title and interest Assignor holds in and to the Vodka Rights and the Goodwill.

Assignor agrees to take any steps reasonably necessary, at Assignee's expense, to assist Assignee in showing the U.S. Patent and Trademark Office, the U.S. Copyright Office, or any other official entity that the Trademarks and Visual Artworks have been used in connection with the goods or services for which registration has been sought, and to otherwise evidence assignment of the rights described herein.

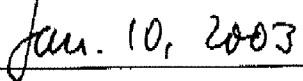
Assignor agrees to cooperate with Assignee, at Assignee's expense, in executing and delivering any other documents, certificates, agreements or papers necessary and appropriate to effect the parties' understandings set forth above.

By its signature below, Assignee understands and accepts the foregoing assignment and the provisions of this Assignment as of the date hereof.

ASSIGNOR:

  
\_\_\_\_\_  
Jorg Rupf

Date:

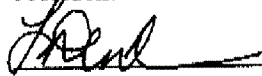
  
\_\_\_\_\_  
Jan. 10, 2003

ASSIGNEE: DOPPELGANGER, INC.

By:

  
\_\_\_\_\_  
Its: President

By:

  
\_\_\_\_\_  
Its: Secretary