

04-02-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102039407

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ECW Acquisition, LLC

3.19.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State of New York Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 6, 2002

2. Name and address of receiving party(ies)

Name: Eagle Crest Vineyards, Inc.

Internal

Address:

Street Address: 7107 Vineyard Road

Conesus-on-Hemlock Lake

City: State: NY Zip: 14435

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

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) Additional name(s) & address(es) attached? Yes

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,371,626

378,932

Additional number(s) attached Yes No

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

Name: Lerner, David, Littenberg, Krumholz & Mentlik LLP

Internal Address:

Street Address: 600 South Avenue West

City: Westfield State: NJ Zip: 07090

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

12-1095

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MICHAEL J. DOHERTY

Name of Person Signing

Michael J. Doherty

Signature

March 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/01/2002 TDAZ1 00000066 121095 1371626

01 FC:481 40.00 CH 02 FC:482 25.00 CH

GENERAL ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS

THIS AGREEMENT is made as of the 7th day of February, 2002

BY

ECW Acquisition, LLC (hereinafter "the Assignor"), a limited liability company organized and existing under the laws of the State of Delaware, with offices at 7107 Vineyard Road, Conesus-on-Hemlock Lake, New York, 14435

IN FAVOR OF

Eagle Crest Vineyards, LLC, (hereinafter "the Assignee"), a limited liability company organized and existing under the laws of Delaware, with offices at 7107 Vineyard Road, Conesus-on-Hemlock Lake, New York, 14435

WHEREAS, pursuant to the Asset Purchase and Real Estate Sale Agreement dated November 6, 2001 among, inter alia the parties, it has been agreed that the Assignor shall transfer to the Assignee the following trademarks, (hereinafter "the Trademarks"):

EAGLE CREST	US Trademark Registration No. 1,371,626
O-NEH-DA	US Trademark Registration No. 378,932

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby assigns, conveys and transfers to the Assignee all of its right, title and interest to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks; and in connection with the foregoing, the Assignor, assigns, conveys and transfers to the Assignee all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to the Assignee hereunder, and all other rights corresponding thereto throughout the world.

The Assignor shall undertake, at the request of the Assignee, to sign all documentation, including confirmatory trademark assignments, and generally do everything necessary and proper to aid the Assignee, its successors, assigns and nominees, to obtain from the Assignor and record title to the Trademarks transferred herein in each jurisdiction where Trademarks are registered and applications to register Trademarks are pending.

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by its duly authorized officer and/or signatories as of the date first above written.

ECW Acquisition, LLC.

By: Eagle Crest Management, Inc.,
Manager

By: *Steven Goldstone*
Name: Steven Goldstone
Title: President

STATE OF New York)
)SS.:
COUNTY OF New York)

On the 6th day of February in the year 2002 before me, the undersigned, a notary public in and for said state, personally appeared Steven Goldstone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Dinah B. Slavitt
Notary Public

DINAH B. SLAVITT
Notary Public, State of New York
No. 31-44961161
Qualified in New York County
Commission Expires Jan. 22, 2006