



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-19-02
Eagle Crest Vineyards, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 Other _____

2. Name and address of receiving party(ies)
Name: ECW Acquisition, LLC
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 No

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

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:
Lerner, David, Littenberg,
Name: 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: 2

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

Enclosed
 Authorized to be charged to deposit account 12-1095

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 DBYRNE 00000068 121095 1371626

01 EC:401 40.00 CH
02 FC:401 25.00 CH

GENERAL ASSIGNMENT OF TRADEMARKS AND RELATED RIGHTS

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

BY

Eagle Crest Vineyards, Inc. (hereinafter "the Assignor"), a corporation organized and existing under the laws of the State of New York, with offices at 7107 Vineyard Road, Conesus-on-Hemlock Lake, New York, 14435

IN FAVOR OF

ECW Acquisition, 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.

[Signature Page Follows]

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

Eagle Crest Vineyards, Inc.

By: *Sarah Brown*
Name: Sarah Brown
Title: Vice President

STATE OF NEW YORK)
)SS.:
COUNTY OF LIVINGSTON)

On the 6th day of February in the year 2002 before me, the undersigned, a notary public in and for said state, personally appeared Sarah Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Beth Clall Wilkens
Notary Public

BETH CLALL WILKENS
Notary Public, State of New York
Commission Expires Aug 31, 2005