

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
Billington Imports, Inc.		05/14/2010	CORPORATION:
Sin E Wine Company, Inc.		05/14/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Republic of Napa, Inc.
Street Address:	1450 Rosewood Lane
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94558
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	77758070	LILY
Serial Number:	77666549	WHY NOT
Serial Number:	77666546	WHY
Serial Number:	77666542	AVENTURA
Serial Number:	77666537	ADVENTURE
Registration Number:	2219038	LILIANA
Registration Number:	2907035	BLIND RIVER
Registration Number:	2952617	NOBUL RED
Registration Number:	3011867	KÜHL
Registration Number:	3307895	SOLEX
Registration Number:	3330194	FAST FORWARD
Registration Number:	3330195	G 7
Registration Number:	3330196	MAGNET

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Registration Number:	3330197	MEGAWATT
Registration Number:	3405547	BILLINGTON
Registration Number:	3405548	BILLINGTON
Registration Number:	3574804	BILLINGTON WINES
Registration Number:	3431292	BILLINGTON IMPORTS
Registration Number:	3445271	BILLINGTON IMPORTS
Registration Number:	2983163	HAVENS WINE CELLARS
Registration Number:	3572069	HAVENS
Registration Number:	3572070	HAVENS
Registration Number:	3665745	HAVENS
Registration Number:	3665746	HAVENS
Registration Number:	3665747	
Registration Number:	3665748	

CORRESPONDENCE DATA

Fax Number: (410)205-7561
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 410-205-7560
Email: artlaws2@aol.com
Correspondent Name: John D Mason
Address Line 1: 10401 Stevenson Road
Address Line 4: Stevenson, MARYLAND 21153

NAME OF SUBMITTER:	John D. Mason
Signature:	/John D Mason/
Date:	09/30/2010

Total Attachments: 10
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and effective as of April ^{27th} 2010 (the "Effective Date") by and among **BILLINGTON IMPORTS, INC.**, a corporation organized under the laws of the Commonwealth of Virginia ("**Billington**"), **SIN E WINE COMPANY, INC.**, a corporation organized under the laws of the State of California and a wholly owned subsidiary of Billington ("**Sin E Wine**") and **REPUBLIC OF NAPA, INC.**, a corporation organized under the laws of the State of Nevada with an address of 1450 Rosewood Lane, Napa California 94558 ("**Republic of Napa**").

Billington (the "Transferor") delivers this instrument signed by Philip L. Manno, its authorized party, to enable, Republic of Napa (the "Acquirer") to file this instrument with any appropriate agency to indicate ownership of the Intellectual Property described below and for the other purposes set forth in this instrument.

The Transferor has adopted use of the trademarks listed on the attached **Annex A** (the "**Trademarks**") on various dates specified in **Annex A**.

For good and valuable consideration, in the amount of Twenty Five Thousand Dollars (\$25,000.00) (to be provided at execution (and in no event later than the Effective Date)), the sufficiency of which is hereby acknowledged, and by signing and delivering this instrument, the Transferor hereby irrevocably sells, assigns, transfers and conveys unto the Acquirer, and its successors and assigns, all of Transferor's rights, title, interest and ownership in and to those Trademarks, trademark registrations and trademark registration applications set forth on **Annex A** attached hereto and made a part hereof, together with the goodwill of the business symbolized by all such Trademarks (together, collectively, the "Intellectual Property"), and does hereby assign, delegate and authorize Acquirer to use and deal with the Intellectual Property in the place of and in substitution for the Transferor, as if the original registrant, applicant and user, to do any and all things that the original registrant, applicant and user could do with such Intellectual Property and, during the thirty (30) days after the Effective Date, hereby agrees to assist Acquirer in the preparation, execution, notarization, delivery and/or filing of any and all other documents and agreements that are required to effectuate the assignment of the Intellectual Property.

1. **TRANSFER.** Contemporaneously with execution of this Trademark Assignment, the Transferor will execute the form of the Trademark Assignment Agreements attached hereto as **Exhibit A** for recordation purposes. The Transferor agrees that, for no additional compensation, the Transferor will execute any and all documents that may be necessary or appropriate to perfect the Acquirer's rights in and to the Intellectual Property during the thirty (30) days after the Effective Date. If Acquirer is unable to secure Transferor's execution of any document it is entitled to under this Agreement, Transferor hereby irrevocably designates and appoints Acquirer and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Transferor, for the limited purposes of executing and filing such document or documents requiring execution by Transferor and to do all

other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Transferor.

2. **CEASE USE OF NAMES.** As of the Effective Date, the Transferor will stop all use of the Intellectual Property for any purpose as a brand for goods or services as denominated in the registrations and applications of the subject marks.
3. **NON-INTERFERENCE.** The Transferor agrees not to challenge or object to the Acquirer's (a) right to register, use, own or transfer the Intellectual Property in the United States, or (b) right to register, use, own or transfer any trademarks, service marks, or trade names that include or consist of the Intellectual Property anywhere in the United States. The Transferor also agrees not to take any action that would interfere with any rights the Acquirer may have or acquire in the Intellectual Property and any trademarks, service marks, or trade names that include or consist of the Intellectual Property.
4. **WARRANTIES; LIMITATION OF WARRANTIES.** Transferor represents and warrants to Acquirer that Transferor: (i) has not assigned, transferred, licensed, pledged or otherwise encumbered the Intellectual Property or agreed to do so, (ii) has full power and authority to enter into this Agreement and to make the assignment herein, and (iii) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property. Except to the extent specifically set forth in this paragraph 4, Transferor otherwise provides the Intellectual Property "as-is, where-is" basis and Acquirer hereby acknowledges and agrees that Acquirer is purchasing the Intellectual Property on an "as-is, where-is" basis.
5. **GENERAL TERMS**
 - (A) The waiver by any party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or default by the breaching party. Likewise, no failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.
 - (B) Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate in writing, by ten (10) days notice).
 - (C) It is acknowledged that it is the intent of the parties that the provisions contained in this Agreement should be enforced. Therefore, if any part of this Agreement is void or illegal or shall be held unenforceable or invalid, it is the intent of the parties that such provision shall not be wholly invalid but shall be deemed to be

the maximum restriction for time, geographics and restriction in activities, which a court of competent jurisdiction deems reasonable and enforceable in any jurisdiction in which such body is convened. If any part, provision or paragraph of this Agreement shall be held unenforceable or invalid, the remaining part, provision or paragraph shall continue to be valid and enforceable as though the invalid portions were not a part thereof. Additionally, if any act, statute, rule or regulation requires the inclusion in this Agreement of any term, condition, warranty, undertaking, or representation in order to render it enforceable then such term, condition, warranty, undertaking or representation shall be deemed to be included in this Agreement.

- (D) This Agreement shall be deemed to have been made in the Commonwealth of Virginia. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia and the United States without regard to the conflict of laws provisions thereof. Transferor agrees that all disputes and matters arising under, in connection with, or incident to this Agreement may be litigated, if at all, in and before the United States District Court for the Eastern District of Virginia, or if such court does not have subject matter jurisdiction, in the courts of the Commonwealth of Virginia to the exclusion of any other federal or state court.
- (E) In the event that a party breaches this Agreement, the prevailing party in subsequent litigation shall be awarded its costs and expenses, including all reasonable attorneys' fees, incurred in enforcement of this Agreement.
- (F) In this Agreement, unless the context requires otherwise:
- (a) Headings are for convenience only and shall not be taken into account in interpretation.
 - (b) Words importing the singular include the plural and vice versa.
 - (c) Reference to a person includes a person, firm, corporation and government authority.
- (G) Transferor recognizes _____ ^{PLM} as its procuring broker with respect to this Agreement, and Transferor shall be solely responsible to compensate said broker pursuant to a separate written agreement between those parties. Acquirer recognizes _____ as its procuring broker with respect to this Agreement, and Acquirer shall be solely responsible to compensate said broker pursuant to a separate written agreement between those parties. With the foregoing exception, the parties each represent to the other that no brokerage commissions or finder's fees are due to any third party as a result of this transaction. The parties each agree to indemnify and hold harmless the other in the event any brokerage commission is claimed.

(H) This Agreement shall be the entire Agreement between the parties to the exclusion of all antecedent or present representations, undertakings, agreements or warranties, expressed or implied and annuls, supersedes and replaces any and every other representation, warranty and agreement which may have existed between the parties. This agreement may be amended only by a written instrument which has been similarly executed by both parties.

The undersigned have signed and sealed this Trademark Assignment on the date recorded below.

Billington Imports, Inc..

By: 

Name: Philip L. Manno

Title: Executive Vice President

Date: 5 14, 2010.

Sin B Wine Company, Inc.

By: 

Name: Philip L. Manno

Title: Secretary

Date: 5 14, 2010.

Republic of Napa, Inc.

By: 

Shahin Shahabi

Title: President

Date: 4/27, 2010.

#1220102v1 Trademark Assignment 37604/00069

Annex A

Trademark	Registration Number	Registration Date	First Use	First Use in Commerce
LILIANA	2,219,038	January 19, 1999	March 10, 1998	March 10, 1998
BLIND RIVER	2,907,035	November 30, 2004	February 10, 2003	April 1, 2003
NOBUL RED	2,952,617	May 17, 2005	April 25, 2003	May 23, 2003
KÜHL	3,011,867	November 1, 2005	July 29, 2004	July 29, 2004
SOLEX	3,307,895	October 9, 2007	September 24, 2001	September 24, 2001
FAST FORWARD	3,330,194	November 6, 2007	May 12, 2004	May 12, 2004
G7	3,330,195	November 6, 2007	May 4, 2005	May 4, 2005
MAGNET	3,330,196	November 6, 2007	June 2, 2004	June 2, 2004
MEGAWATT	3,330,197	November 6, 2007	September 24, 2001	September 24, 2001
BILLINGTON	3,405,547	April 1, 2008	March 22, 1985	March 22, 1985
BILLINGTON	3,405,548	April 1, 2008	March 22, 1985	March 22, 1985
BILLINGTON WINES	3,574,804	February 17, 2009	March 22, 1985	March 22, 1985
BILLINGTON IMPORTS	3,431,292	May 20, 2008	March 22, 1985	March 22, 1985
BILLINGTON IMPORTS	3,445,271	June 10, 2008	March 22, 1985	March 22, 1985
HAVENS WINE CELLARS	2,983,163	August 9, 2005	June 1, 1984	June 1, 1985
HAVENS	3,572,069	February 10, 2009	June 30, 1985	June 30, 1985
HAVENS	3,572,070	February 10, 2009	June 30, 1985	June 30, 1985
HAVENS & vine and leaf design	3,665,745	August 11, 2009	June 30, 1985	June 30, 1985
HAVENS & vine and leaf design	3,665,746	August 11, 2009	June 30, 1985	June 30, 1985
vine and leaf design	3,665,747	August 11, 2009	June 30, 1985	June 30, 1985
vine and leaf design	3,665,748	August 11, 2009	June 30, 1985	June 30, 1985

TRADEMARK	APPLICATION SERIAL NO.
LILY	77/758070
WHY NOT	77/666549
WHY	77/666546
AVENTURA	77/666542
ADVENTURE	77/666537

Exhibit A

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

BILLINGTON IMPORTS, INC., a corporation organized under the laws of the Commonwealth of Virginia ("**Billington**") owns the marks, trademark registrations and applications referenced in Annex A1 and has made a determination to allow **REPUBLIC OF NAPA, INC.**, a corporation organized under the laws of the State of Nevada with an address of 1450 Rosewood Lane, Napa California 94558 ("**Republic of Napa**") to continue to conduct business operations with these marks;

Billington wishes to assign the marks, trademark registrations and applications referenced in Annex A1 and all goodwill therein to Republic of Napa;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Billington does hereby assign, effective as of April ~~27~~, 2010, to Republic of Napa all right, title and interest in and to the marks, trademark registrations and trademark registration applications referenced in Annex A1 together with all of the goodwill of the business symbolized by the marks.

Billington Imports, Inc..

By: 

Name: Philip L. Manno

Title: Executive Vice President

Date: 5 14, 2010.

Republic of Napa, Inc.

By: 

Shahin Shahabi

Title: President

Date: 4/27, 2010.

Annex A1

Trademark	Registration Number	Registration Date	First Use	First Use in Commerce
LILIANA	2,219,038	January 19, 1999	March 10, 1998	March 10, 1998
BLIND RIVER	2,907,035	November 30, 2004	February 10, 2003	April 1, 2003
NOBUL RED	2,952,617	May 17, 2005	April 25, 2003	May 23, 2003
KÜHL	3,011,867	November 1, 2005	July 29, 2004	July 29, 2004
SOLEX	3,307,895	October 9, 2007	September 24, 2001	September 24, 2001
FAST FORWARD	3,330,194	November 6, 2007	May 12, 2004	May 12, 2004
G7	3,330,195	November 6, 2007	May 4, 2005	May 4, 2005
MAGNET	3,330,196	November 6, 2007	June 2, 2004	June 2, 2004
MEGAWATT	3,330,197	November 6, 2007	September 24, 2001	September 24, 2001
BILLINGTON	3,405,547	April 1, 2008	March 22, 1985	March 22, 1985
BILLINGTON	3,405,548	April 1, 2008	March 22, 1985	March 22, 1985
BILLINGTON WINES	3,574,804	February 17, 2009	March 22, 1985	March 22, 1985
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TRADEMARK	APPLICATION SERIAL NO.
LILY	77/758070
WHY NOT	77/666549
WHY	77/666546
AVENTURA	77/666542
ADVENTURE	77/666537

TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNMENT OF MARKS AND REGISTRATIONS

BILLINGTON IMPORTS, INC., a corporation organized under the laws of the Commonwealth of Virginia ("**Billington**") owns the marks and trademark registrations referenced in Annex A2 through its subsidiary, Sin E Wine Company, Inc., a corporation organized under the laws of the State of California ("**Sin E Wine**") and has made a determination to allow **REPUBLIC OF NAPA, INC.**, a corporation organized under the laws of the State of Nevada with an address of 1450 Rosewood Lane, Napa California 94558 ("**Republic of Napa**") to continue to conduct business operations with these marks;

Billington and its subsidiary, Sin E Wine, wish to assign the marks and trademark registrations referenced in Annex A2 and all goodwill therein to Republic of Napa;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Billington and Sin E Wine do hereby assign, effective as of April 27, 2010, to Republic of Napa all right, title and interest in and to the marks and trademark registrations referenced in Annex A2 together with all of the goodwill of the business symbolized by the marks.

Sin E Wine Company, Inc.

By: 

Name: Philip L. Manno

Title: Secretary

Date: 5 14, 2010.

Billington Imports, Inc.

By: 

Name: Philip L. Manno

Title: Executive Vice President

Date: 5 14, 2010.

Republic of Napa, Inc.

By: 

Shahin Shahabi

Title: President

Date: 4/27, 2010.

Annex A2

Trademark	Registration Number	Registration Date	First Use	First Use in Commerce
HAVENS WINE CELLARS	2,983,163	August 9, 2005	June 1, 1984	June 1, 1985
HAVENS	3,572,069	February 10, 2009	June 30, 1985	June 30, 1985
HAVENS	3,572,070	February 10, 2009	June 30, 1985	June 30, 1985
HAVENS & vine and leaf design	3,665,745	August 11, 2009	June 30, 1985	June 30, 1985
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vine and leaf design	3,665,748	August 11, 2009	June 30, 1985	June 30, 1985