

**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>
Corcoran Vineyards L.L.C.	FORMERLY Waterford Vineyards L.L.C.	05/17/2007	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Waterford Wedgwood PLC		
<b>Street Address:</b>	Kilberry		
<b>City:</b>	Waterford		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Limited Corporation: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78580107	WATERFORD VINEYARDS	
<b>Registration Number:</b>	2805962	WATERFORD VINEYARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)836-2021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-838-6584		
<b>Email:</b>	bassam.ibrahim@bipc.com		
<b>Correspondent Name:</b>	Bassam N. Ibrahim		
<b>Address Line 1:</b>	P.O. Box 19248		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22320		
<b>ATTORNEY DOCKET NUMBER:</b>	1030775-000261		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

**CH \$65.00 78580107**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Bassam N. Ibrahim

Signature:

/Bassam Ibrahim/

Date:

05/23/2007

Total Attachments: 6

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is entered into and effective as of the last signature date by and between WATERFORD WEDGWOOD PLC, a limited corporation organized and existing under the laws of Ireland, having its principal place of business at Kilbarry, Waterford, Ireland (hereinafter referred to as "WATERFORD"); and CORCORAN VINEYARDS L.L.C. (formerly known as WATERFORD VINEYARDS L.L.C.), a Virginia limited liability company, having its principal place of business at 14635 Corky's Farm Lane, Waterford, Virginia 20197 (hereinafter referred to as "WATERFORD VINEYARDS").

### WITNESSETH

**WHEREAS**, WATERFORD VINEYARDS is the owner of all right, title and interest in and to the WATERFORD VINEYARDS Marks, as defined below;

**WHEREAS**, WATERFORD VINEYARDS desires to assign to WATERFORD and WATERFORD desires to acquire from WATERFORD VINEYARDS, all of WATERFORD VINEYARDS's right, title and interest in and to the WATERFORD VINEYARDS Marks, as defined below, together with all of the goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, in consideration of the foregoing, the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** WATERFORD VINEYARDS does hereby grant, assign and convey to WATERFORD all of WATERFORD VINEYARDS's right, title and interest in and to the WATERFORD VINEYARDS Marks, together with all of the goodwill associated therewith and symbolized thereby, in its entirety. The "WATERFORD VINEYARDS Marks" shall be

defined as all trademarks, service marks, and trade names owned by WATERFORD VINEYARDS containing or comprising the term "WATERFORD", including but not limited U.S. Trademark Registration No. 2,805,962 and U.S. Trademark Application No. 78/580,107 for WATERFORD VINEYARDS.

**2. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

WATERFORD VINEYARDS represents, warrants and covenants that: (a) WATERFORD VINEYARDS has all requisite power and authority to execute and deliver this Assignment, to consummate the transaction and perform all of the terms and conditions contemplated by this Assignment; (b) WATERFORD VINEYARDS is the current owner of the WATERFORD VINEYARDS Marks; (c) WATERFORD VINEYARDS has not abandoned any of the WATERFORD VINEYARDS Marks, and WATERFORD VINEYARDS or its predecessors in interest have continuously used the WATERFORD VINEYARDS Marks since their adoption; (d) all the WATERFORD VINEYARDS Marks ever used or registered by WATERFORD VINEYARDS are listed in paragraph 1 above; (e) WATERFORD VINEYARDS has no knowledge of any intellectual property rights infringement action or other liability associated with or resulting from the WATERFORD VINEYARDS Marks; (f) the WATERFORD VINEYARDS Marks are not subject to any lien, security interest or other encumbrance and WATERFORD VINEYARDS is transferring and assigning the WATERFORD VINEYARDS Marks to WATERFORD free and clear of all liens, security interests or other encumbrances; (g) WATERFORD VINEYARDS will not, directly or indirectly, register or re-register, or attempt to register or re-register, anywhere in the world, any WATERFORD VINEYARDS Marks, trademark or service mark (or any variation or colorable imitation thereof) that is identical or confusingly similar to, or in the opinion of WATERFORD, may cause a likelihood of confusion

with or dilution of, the WATERFORD VINEYARDS Marks; and (i) WATERFORD VINEYARDS will not, directly or indirectly, contest WATERFORD's ownership of or actions with respect to the WATERFORD VINEYARDS Marks.

**3. SURVIVAL.** All of WATERFORD VINEYARDS's warranties, representations and covenants, pursuant to this Assignment, shall survive and be continuing after the date of this Assignment.

**4. RIGHT TO SUE FOR PAST INFRINGEMENT.** WATERFORD VINEYARDS also assigns to WATERFORD all claims for past damages by reason of past infringement or misappropriation of the WATERFORD VINEYARDS Marks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of WATERFORD's successors, assigns or other legal representatives.

**5. COOPERATION.** WATERFORD VINEYARDS agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all further instruments and documents and to perform such further acts as may be reasonably requested by WATERFORD to effectuate more fully the transactions contemplated by this Assignment, including all documents necessary to effectuate transfer of the WATERFORD VINEYARDS Marks with any state or federal government, agency or authority.

**6. ENFORCEMENT OF RIGHTS.** WATERFORD VINEYARDS agrees to cooperate with and assist WATERFORD, as reasonably requested by WATERFORD and at the expense of WATERFORD, in obtaining, enforcing, and defending its rights in the WATERFORD VINEYARDS Marks, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or any other agency or authority.

7. **MISCELLANEOUS.**

a. Governing Law. This Assignment and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Virginia without regard to its conflict of laws.

b. Legal Representation of the Parties. This Assignment was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

c. Non-Waiver. The failure of any party to exercise any right or option given to it by or to insist upon strict adherence to the terms of this Assignment shall not constitute a waiver of any terms or conditions contained herein with respect to any other or subsequent breach.

d. Successors and Assigns. This Assignment shall be binding on and shall inure to the benefit of the parties to this Assignment and their successors and assigns, if any.

e. Headings. The headings of Paragraphs in this Assignment are provided for convenience only and will not affect its construction or interpretation.

f. Execution of Assignment. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Assignment on the dates indicated below.

**WATERFORD WEDGWOOD PLC**

By: \_\_\_\_\_

Name: John Foley

Title: Director

Date: May 17<sup>th</sup> 2007

STATE OF: New Jersey

COUNTY OF: Monmouth

Before me, a Notary Public in and for the said county, personally appeared John Foley, known to me to be the person to be the person who executed the foregoing instrument.

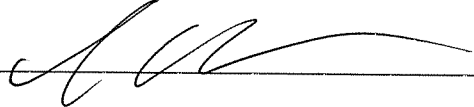
Whereof, I have hereunto set my hand and affixed my official seal this 17 day of May, 2007

\_\_\_\_\_  
NOTARY PUBLIC

**BONAVENTURA BROWER  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 10, 2011**

CORCORAN VINEYARDS L.L.C.,

formerly known as WATERFORD VINEYARDS L.L.C.

By: 

Name: James J. Corcoran, Sr.

Title: President

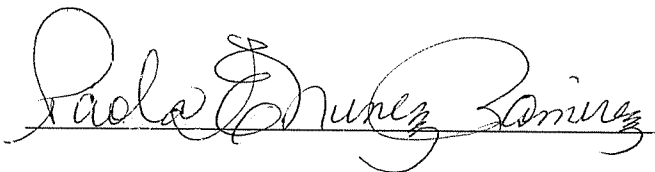
Date: May 14, 2007

STATE OF:

COUNTY OF:

Before me, a Notary Public in and for the said county, personally appeared JAMES  
CORCORAN, known to me to be the person to be the person who executed the  
foregoing instrument.

Whereof, I have hereunto set my hand and affixed my official seal this 14<sup>th</sup> day of MAY  
2007.

 NOTARY PUBLIC

My Commission Expires  
June 30, 2011