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Filing date: **12/27/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92048732
Party	Defendant Ronald Beckenfeld
Correspondence Address	MICHAEL L LOVITZ BOWEN HAYES & KREISBERG 10350 SANTA MONICA BLVD, STE 350 LOS ANGELES, CA 90025 UNITED STATES trademarks@bowenhayes.com, trademarks@lovitziplaw.com
Submission	Opposition/Response to Motion
Filer's Name	Michael L. Lovitz
Filer's e-mail	trademarks@bowenhayes.com, trademarks@lovitziplaw.com
Signature	/michael l lovitz/
Date	12/27/2013
Attachments	Response to Motion to Compel.pdf(216502 bytes) Lovitz Declaration - Reply motion to compel.pdf(533034 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

ALTVATER GESSLER – J.A. BACZEWSKI	:	Cancellation 92048732
INTERNATIONAL (USA) INC. and ALTVATER	:	
GESSLER – J.A. BACZEWSKI GMBH,	:	
	:	
Petitioners,	:	Registration No.: 2,731,948
	:	
v.	:	
	:	
RONALD BECKENFELD,	:	Attorney Docket No. B1001-9001
	:	
Respondent	:	

**RESPONDENT’S RESPONSE TO PETITIONERS’ MOTION TO
COMPEL RESPONDENT’S RESPONSES TO PETITIONERS’ THIRD SET
OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND THINGS**

Respondent Ronald Beckenfeld (“Respondent”), through his undersigned counsel, hereby submits his response in opposition to the motion of Petitioners Altvater Gessler – J.A. Baczewski International (USA) Inc. and Altvater Gessler – J.A. Baczewski GMBH (“Petitioners”) to compel Respondent’s responses to Petitioners’ Third Set of Requests for the Production of Documents and Things in the above-captioned matter.

I. INTRODUCTION

Respondent submits that Petitioners’ Motion to Compel is improperly brought and brought in bad faith, and must therefore be summarily denied. Registrant’s response in opposition to Petitioners’ ill-founded Motion is based on the arguments contained herein and the declaration of Michel L. Lovitz (“Lovitz Dec.”), which is attached hereto and incorporated herein by this reference.

II. STATEMENT OF RELEVANT FACTS

The original Petition for Cancellation was filed in January 2008. Since this proceeding was instituted, Petitioners have propounded numerous written discovery requests, including nearly two

hundred and fifty (250) Requests for Production, served upon Respondent and its predecessor in interest Mutual Wholesale Liquor, Inc. (“Mutual”). *See* Lovitz Dec. at ¶¶ 3-6. Petitioners have also taken discovery depositions of Respondent, Mutual’s former President and Mutual’s former General Manager. *See* Lovitz Dec. at ¶13. In response to the various written discovery requests propounded by Petitioners, more than 7,300 pages of documents have been produced to Petitioners. *See* Lovitz Dec. at ¶6.

Among the documents produced were the October 4, 2007 assignment of the MONOPOLOWA trademark (the “Trademark”) from Mutual to Respondent (the “Assignment”), as well as the USPTO generated document confirming Respondent’s recordation of the Assignment with the USPTO on December 27, 2007. *See* Lovitz Dec. at ¶8 and 9, and their respective Exhibits. The Assignment clearly and unambiguously identifies the parties involved in the transaction as being only Mutual (the assignor) and Respondent (the assignee). *See* Lovitz Dec. at ¶10. Neither the Assignment nor the USPTO assignment recordation records contain any reference to any trust, including the Beckenfeld Family Trust (the “Trust”).¹ *See* Lovitz Dec. at ¶11.

Mutual is the applicant for Application Serial No. 76449831, and on the date of registration for Registration No. 2,731,948 (the “Registration”), was the owner of the Registration. *See* Lovitz Dec. at ¶13. The identities of the parties to the Assignment were confirmed during the discovery depositions of Mickey Beckenfeld, Ronald Beckenfeld and John Wilson taken by Petitioners. *See* Lovitz Dec. at ¶15.

Mutual was the sole owner of the Trademark from its acquisition in 1992 through October 4, 2007, at which time it was assigned to Respondent. *See* Lovitz Dec. at ¶21. Mutual remained the owner of record for the Registration until assigning the Trademark and Registration to Respondent.

¹ Although Petitioners make reference to the “Mickey Beckenfeld Living Trust” in the instant Motion, such trust does not exist. *See* Lovitz Dec. at ¶12.

See Lovitz Dec. at ¶13. Additionally, no other assignment has ever been recorded with the USPTO with respect to the Trademark, as would be required pursuant to 15 U.S.C. §1060. *See* Lovitz Dec. at ¶19. Further, Mutual produced no documents in response to Petitioners' third party subpoena that would indicate that Mutual ever assigned the Trademark to another person or entity prior to the Assignment to Respondent. *See* Lovitz Dec. at ¶16.

Despite Petitioners' allegations to the contrary, at no time prior to the Assignment was the Registration transferred to an *inter vivos* trust or other person or entity, including the Trust. *See* Lovitz Dec. at ¶17. The only assignment of the Trademark made by Mutual was the Assignment to Respondent. *See* Lovitz Dec. at ¶18. At all time prior to the Assignment, the Trademark was an asset of the California corporation Mutual Wholesale Liquor, Inc. *See* Lovitz Dec. at ¶20.

In light of the discovery responses obtained by Petitioners as a result of their written discovery requests and discovery depositions, Petitioners were fully aware that Mutual was the owner of the Trademark at the time of the Assignment, and that at no time was the Trademark assigned to any other person or entity, including the Trust. *See* Lovitz Dec. at ¶22.

As such, Respondent respectfully requests that Petitioners' Motion to Compel be denied.

III. ARGUMENT

Petitioners' Motion to Compel seeks to obtain a copy of the existing Beckenfeld Family Trust, based on a misunderstanding of California trust law. Specifically, Petitioners confuse ownership of the stock in a corporation (here, Mutual) with ownership of "all assets" of Mutual. Given the facts not subject to dispute, Respondent asserts that the Trust is simply not relevant to the instant proceeding, as the Trademark was an asset of Mutual from its acquisition in 1992 until its assignment to Respondent. As the Trademark was a corporate asset, the existence and contents of the Trust are of no relevance to Respondent's ownership of the Trademark and Registration.

A. **The Identities of the Stockholders of Mutual Wholesale Liquor, Inc. are Irrelevant to This Proceeding**

Petitioners in their Motion to Compel have alleged that they require access to the Beckenfeld Family Trust in order to verify the chain of title in the Registration, speculating that the Trademark was a corporate asset owned by the Trust at the time of the Assignment. This position misstates the nature of trusts in California and ignores the relevant corporate law.

In California, it is not uncommon for families to establish trusts in order to hold certain assets so as to avoid the time and expense of going through probate after one or both parents pass away. However, although it would not be unusual for a trust to take possession of a family member's stock in a particular corporation, the fact that a trust might own stock simply does not equate to ownership of, or control over, such corporation's assets. Rather, the operation of any corporation remains governed by corporate law, and by that corporation's bylaws. How the corporation is run, and how it acquires or disposes of assets, depends only on the bylaws of that corporation, and not whether the shareholder is an individual or a trust. At the time of the Assignment, Mickey Beckenfeld was president of Mutual, and it was within his corporate power and authority to acquire or dispose of assets in the manner he saw fit, no matter the identity of the shareholders of Mutual.

Whether the shares of Mutual are owned by the Trust or by an individual (such as Mickey Beckenfeld) therefore has no bearing on the day-to-day operation of Mutual. The Trust document sought by Petitioners will provide nothing more than confirmation of the Trust's ownership of those shares in Mutual previously owned by the late Mickey Beckenfeld and/or his late wife at the time of the Assignment. However, it is well established that the names and address of stockholders of a corporation are irrelevant and not discoverable. *See, e.g., Varian Assocs. V Fairfield-Noble Corp.*, 188 U.S.P.Q. 581, 583 (T.T.A.B. 1975).

Whether or not the Trust owns the shares in the corporation is not relevant to the operation of such corporation under California law. Similarly, under the pertinent case law, the identity of the shareholder of Mutual's stock is not relevant to this proceeding.

B. Petitioners Have Always Been Aware That Mutual Wholesale Liquor, Inc. Owned the Trademark and Registration Prior to the Assignment to Respondent

In bringing the instant Motion, Petitioners are alleging that the Trust somehow or in some way obtained ownership of the Trademark at some point in the past. Such allegations fly in the face of the following facts, with which Petitioners were intimately familiar:

- i. in 1992, Petitioners assigned the trademark to Mutual, and not to Mickey Beckenfeld personally (or to the Trust);
- ii. Application Serial No. 76449831 was filed on September 16, 2002 in the name of Mutual;
- iii. on July 1, 2003, the Registration for MONOPOLOWA was issued to Mutual as the registrant; and
- iv. on October 4, 2007, the Trademark and Registration were assigned by Mutual to Respondent, which assignment was recorded with the USPTO.

In addition, there are no documents or testimony that suggest that the Trademark and/or Registration were at any times prior to the Assignment transferred to another person or entity. Mutual produced no documents in response to Petitioners' third party subpoena that would prove (or even suggest) that Mutual ever assigned the Trademark to another person or entity prior to the Assignment. Further, Petitioners are aware that no other assignment of the Trademark and/or Registration has been recorded with the USPTO. As can be seen on the face of the actual document, the only parties identified on the Assignment are Mutual and Respondent. There is no reason to believe that Mutual and Respondent were not the actual, relevant parties for the purposes of the Assignment.

C. **Any Assignment to An Individual or Entity Other Than Respondent is Void**

Even if, arguendo, there had been a transfer of the Trademark to the Trust, such transfer would be void as against Respondent for failure to record the same with the USPTO. It is well established that any assignment must be recorded with the USPTO to ensure it is valid under Section 10(a)(4) of the Trademark Act against subsequent purchasers. See, e.g., Teter, Inc. v. Rheem Mfg. Co., 142 U.S.P.Q. 347 (7th Cir. 1964).

As detailed above, there has been only one assignment recorded in the Trademark Office, namely the Assignment from Mutual to Respondent, recorded 6 years ago. Any possible claim that the Trademark had previously been transferred or assigned to the Trust is irrelevant, as any such possible assignment would no longer be valid as against Respondent.

IV. CONCLUSION

Clearly, the Trademark was under the ownership of the corporation prior to the Assignment, and there is no evidence to contest or question this fact. The operation of Mutual was governed by that corporation's bylaws, and the corporation was free to do with its assets as it saw fit, including the buying and selling of assets, whether or not the shareholders were individuals or a trust. Petitioners have presented no evidence that the ownership of the Trademark was transferred to any person or entity other than Respondent, and no evidence it was ever owned by or assigned to the Trust.

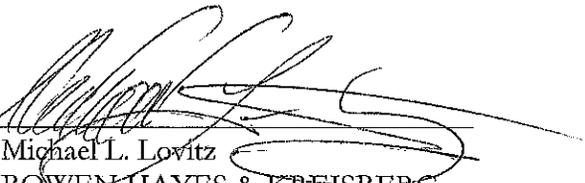
Further, Petitioners are fully aware there is no evidence to support their claims that the Trust is in any way relevant to this proceeding. Petitioners have no basis to believe that the Trademark was ever owned or controlled by any person or entity other than Mutual prior to the Assignment to Respondent. Further, under relevant case law, even if there had been any transfer to the Trust (or any other entity), such transfer would no longer be valid with respect to Respondent's claim of ownership.

In light of the foregoing, Respondent respectfully requests that the instant Motion to Compel be denied.

Respectfully submitted,

Dated: December 26, 2013

By:



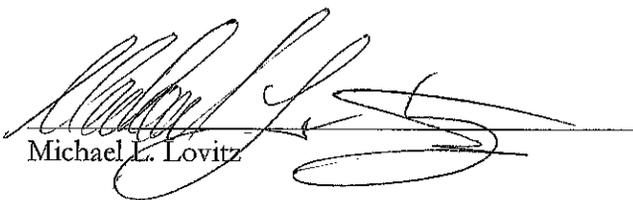
Michael L. Lovitz
BOWEN HAYES & KREISBERG
10350 Santa Monica Blvd., Ste. 350
Los Angeles, CA 90025
(310) 893-0422
trademarks@bowenhayes.com

Attorneys for Respondent

CERTIFICATE OF SERVICE

I, Michael L. Lovitz, hereby certify on this 26th day of December, 2013, that a true and correct copy of RESPONDENT'S RESPONSE TO PETITIONERS' MOTION TO COMPEL RESPONDENT'S RESPONSES TO PETITIONERS' THIRD SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND THINGS was served upon correspondent of record by First Class Mail, postage prepaid at the following address:

Peter S. Sloane
Leason Ellis LLP
One Barker Avenue, Fifth Floor
White Plains, NY 10601


Michael L. Lovitz

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ALTVATER GESSLER – J.A. BACZEWSKI	:	Cancellation 92048732
INTERNATIONAL (USA) INC. and ALTVATER	:	
GESSLER – J.A. BACZEWSKI GMBH,	:	
	:	
Petitioners,	:	Registration No.: 2,731,948
	:	
v.	:	
	:	
RONALD BECKENFELD,	:	
	:	
Respondent	:	Attorney Docket No. B1001-9001

DECLARATION OF MICHAEL L. LOVITZ

I, Michael L. Lovitz, hereby state as follows:

1. This declaration is made in support of Respondent's Response to Petitioners' Motion to Compel Respondent's Responses to Petitioners' Third Set of Requests for the Production of Documents and Things in the above-captioned matter.

2. I am a partner in the law firm of Bowen Hayes & Kreisberg, legal counsel to Respondent. I have represented Respondent in this matter since February 2008.

3. Petitioners first began their discovery efforts in June, 2008, serving Petitioners' First Set of Interrogatories and First Set of Requests for the Production of Documents and Things on Respondent. These documents contained ten (10) numbered Interrogatories, and thirty-eight (38) numbered Requests for Production.

4. On October 13, 2009, Petitioners served its Second Set of Requests for Production of Documents and Things, containing an additional fifty-four (54) numbered Requests for Production.

5. On February 4, 2013, Petitioners served its final set of written discovery requests, which included Petitioners' Second Set of Interrogatories, Petitioners' First Set of Requests for

Admission, and Petitioners' Third Set of Requests for Production of Documents and Things. This Third Set of Requests for Production contained an additional forty (40) numbered Requests for Production.

6. In addition to the foregoing discovery requests served on Petitioner, in November 2009, Petitioners served on Mutual Wholesale Liquor, Inc. ("Mutual"), Respondent's predecessor-in-interest to the Registration that is the subject of this proceeding, a third-party Subpoena to Produce Documents, Information, or Objects. The Subpoena contained one hundred twenty-two (122) numbered requests for Documents to be Produced Pursuant to Subpoena, including requests directed to ownership of the MONOPOLOWA trademark (the "Trademark"). Mutual's response to the Subpoena resulted in the production of 7,300 pages of documents.

7. Mutual is a California corporation formed in 1959 and remains active today. A printout from the California Secretary of State website showing the status of the corporation as of December 26, 2013 is attached hereto as Exhibit A.

8. Among the documents produced by Mutual and Respondent is the assignment of the Trademark from Mutual, the registrant and original Trademark owner, to Respondent Ronald Beckenfeld (the "Assignment"). The Assignment was signed on October 4, 2007, by Mickey Beckenfeld in his capacity as president of Mutual. A copy of the Assignment is attached hereto as Exhibit B.

9. The Assignment was recorded with the U.S. Patent and Trademark Office ("USPTO") on December 27, 2007. A copy of the USPTO assignment recordation filing is attached hereto as Exhibit C.

10. The Assignment identifies the parties involved in the transfer of the trademark and registration as Mutual (assignor) and Respondent (assignee).

11. The Assignment contains no mention of or reference to the subject of Petitioners' current Motion to Compel, namely the Beckenfeld Family Trust (the "Trust"), and the Trust is not a party to the Assignment.

12. On information and belief, there does not exist a "Mickey Beckenfeld Living Trust", as alleged by Petitioners in their Motion.

13. There is no dispute between the parties that Application Serial No. 76449831 was filed by Mutual, and that the owner identified on the certificate of registration for Registration No. 2,731,948 (the "Registration") was Mutual. Mutual was the owner of record for the Registration until December 27, 2007, when the Assignment was recorded with the USPTO.

14. During the course of discovery in the above-captioned matter, Petitioners have deposed Mickey Beckenfeld, the then-president of Mutual, on May 8, 2008, Respondent Ronald Beckenfeld on August 4, 2011, and John Wilson, the former General Manager of Mutual, on November 18, 2011.

15. During the course of aforementioned depositions, counsel for Petitioners had occasion to ask questions of each witness concerning the Assignment. In all instances, the witnesses confirmed that the information regarding the parties thereto stated on the face of the document was accurate; i.e., that Trademark was assigned by Mutual to Respondent.

16. Mutual's production of documents in response to Petitioners' third party Subpoena to Produce Documents, Information, or Objects contained no assignment documents or information to indicate Mutual transferred its rights in the Trademark to any other person or entity prior to the Assignment.

17. On information and belief, at no time did Mutual assign the Trademark to the Trust.

18. On information and belief, the only assignment for the Trademark made by Mutual was the Assignment to Respondent.

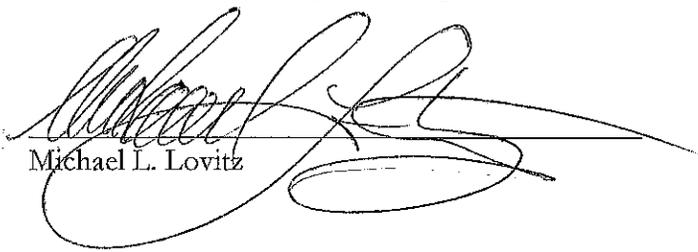
19. On information and belief, the only assignment relating to the Trademark that was recorded with the USPTO pursuant to 15 U.S.C. §1060 was the Assignment.

20. Petitioners' Motion to Compel alleges that the Trademark was transferred through an *inter vivos* trust. On information and belief, such allegation is not accurate, as the Trademark was an asset of Mutual at all times prior to the Assignment, and could be sold or assigned by Mutual in accordance with Mutual's bylaws.

21. On information and belief, prior to the Assignment, Mutual was the sole owner of the Trademark from the time Mutual acquired the same from Petitioners in 1992.

22. On information and belief, prior to the filing of the instant Motion to Compel, Petitioners were aware that there is no evidence to support Petitioners' claim that the Trademark was ever transferred to the Trust, or to any other person or entity, prior to the Assignment to Petitioner.

The undersigned, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares under penalty of perjury that all statements herein made of my own knowledge are true, and that all statements herein made on information and belief are believed to be true to the best of my knowledge.



Michael L. Lovitz

EXHIBIT A

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, December 24, 2013. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	MUTUAL WHOLESAL LIQUOR INC.
Entity Number:	C0381088
Date Filed:	08/10/1959
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	4510 S BOYLE AVE
Entity City, State, Zip:	VERNON CA 90058
Agent for Service of Process:	HARVEY MONASTIRSKY
Agent Address:	4510 S BOYLE AVE
Agent City, State, Zip:	VERNON CA 90058

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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EXHIBIT B

**ASSIGNMENT
(U.S. and Foreign Trademarks)**

WHEREAS, Mutual Wholesale Liquor, Inc. , a California corporation having its principal place of business at 4510 South Boyle Avenue, Los Angeles, California 90058 (hereinafter referred to as Assignor), has adopted and is using the Mark **MONOPOLOWA** (hereinafter Mark) No. 2,731,948 therefor; and

WHEREAS, Ronald Beckenfeld, an individual having a principal place of business at 962 Somera Road, Los Angeles, California 90077 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registration for said Mark and all of its right, title, and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and/or registration, the same to be held and enjoyed by the Assignee, his heirs, administrators, successors, legal representatives, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registration and believes it is the sole and lawful owner of the entire right, title, and interest in and to said Mark and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

EXHIBIT C

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
Mutual Wholesale Liquor, Inc.		10/04/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ronald Beckenfeld		
Street Address:	962 Somera Road		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90077		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2731948	MONOPOLOWA	
CORRESPONDENCE DATA			
Fax Number:	(213)892-9494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 892-9200		
Email:	laipdocket@fulbright.com		
Correspondent Name:	Billy A. Robbins, Esq.		
Address Line 1:	FULBRIGHT & JAWORSKI L.L.P.		
Address Line 2:	555 South Flower Street, 41st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	10716102		
NAME OF SUBMITTER:	Billy A. Robbins		
Signature:	/Billy A. Robbins/		
Date:	12/27/2007		

CH \$40.00 2731948

Total Attachments: 2

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**ASSIGNMENT
(U.S. and Foreign Trademarks)**

WHEREAS, Mutual Wholesale Liquor, Inc. , a California corporation having its principal place of business at 4510 South Boyle Avenue, Los Angeles, California 90058 (hereinafter referred to as Assignor), has adopted and is using the Mark **MONOPOLOWA** (hereinafter Mark) No. 2,731,948 therefor; and

WHEREAS, Ronald Beckenfeld, an individual having a principal place of business at 962 Somera Road, Los Angeles, California 90077 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registration for said Mark and all of its right, title, and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of said Mark and/or registration, the same to be held and enjoyed by the Assignee, his heirs, administrators, successors, legal representatives, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registration and believes it is the sole and lawful owner of the entire right, title, and interest in and to said Mark and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of his heirs, administrators, successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Mark and registration thereof without charge to the Assignee, his heirs, administrators, successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

Mutual Wholesale Liquor, Inc.
A California Corporation



By: **Mickey Beckenfeld**

Title: President

State of California)
County of Los Angeles) ss.
County of Los Angeles)

On this 4th day of Oct. 2007, before me, a Notary Public, personally appeared Mickey Beckenfeld, personally known to me to be the person(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 authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

