

RECORDATION FORM COVER SHEET
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

Lindemans Wines Pty Limited

Individual(s) Association

General Partnership Limited Partnership

Corporation-State:

Other: **an Australian company**

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

2. Name and address of receiving party(ies)

Name: **Southcorp Brands Pty Limited**

Internal Address:

Street Address: **403 Pacific Highway**

City: **Artarmon State: NSW, Australia Zip: 2064**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other: **an Australian 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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: **June 27, 2003**

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

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1,091,531

2,176,991

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

Name: **Robert B. Burlingame**

Internal Address: **Calendar/Docketing Department**

Pillsbury Winthrop
P.O. Box 7880
San Francisco, CA 94120-7880

Street Address: **50 Fremont Street**

City: **San Francisco State: CA Zip: 94105**

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


8. Deposit account number:

502214 (Our Ref.: 075688/0000007)

(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.

Robert B. Burlingame  **June 27, 2003**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **11**

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

CH \$65.00 502214 1091531

Ref: FAS

Assignment of Non-Australian Trade Marks

Lindemans Wines Pty Limited (Assignor)

and

Southcorp Brands Pty Limited (Assignee)

Allens Arthur Robinson
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2 Chifley Square
Sydney NSW 2000
Australia
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Fax 61 2 9230 5333
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Assignment of Non-Australian Trade Marks

Allens Arthur Robinson 

Date	27 June 2003
Parties	<ol style="list-style-type: none"> 1. Lindemans Wines Limited, ABN 98 000 003 369, of 403 Pacific Highway, Artarmon, NSW 2064, Australia (the Assignor). 2. Southcorp Brands Pty Limited, ABN 69 005 156 945, of 403 Pacific Highway, Artarmon NSW 2064, Australia (the Assignee).
Recitals	The Assignor shall assign to the Assignee, and the Assignee shall accept, the Assignor's entire right, title and interest in and to the trade marks described in the Schedule to this Deed (the Trade Marks), on the terms set out in this Deed.

It is agreed as follows:

1. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause is a reference to a clause of this Deed.
- (f) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals and schedules and annexures to that agreement or document.
- (g) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument or document of any kind.

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- (i) A reference to *dollars* or \$ is to Australian currency.

2. Assignment

2.1 The Trade Marks

For good and valuable consideration (receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns, transfers and sets over to the Assignee its entire right, title and interest in and to the Trade Marks, together with that part of the goodwill of the business which is connected with the use of and symbolised by the Trade Marks, but without any other part of any business (including any other part of any business located outside the Territories) and without any other goodwill of any business (including any part of any business located outside the Territories), and together with all copyright which the Assignor may have in the Trade Marks.

In this clause 2.1, "*Territories*" means those territories in which the Trade Marks are registered, as indicated in the Schedule.

2.2 Third Parties

To the extent (if any) that the Assignor has, had or will have the right to take any action against any third party for infringement of the Trade Marks or any rights in the Trade Marks, the Assignor assigns, transfers and sets over to the Assignee all such rights whether or not such infringement took place prior to the date of this Deed.

2.3 Severability of Assignments

If the assignment of any one or more trade marks under this Deed is invalid or ineffective for any reason this does not affect the assignment of all other trade marks under this Deed.

3. Undertaking

The Assignor agrees and undertakes that it will not and will not facilitate or assist any other person to:

- (a) challenge the validity of this assignment;
- (b) oppose or otherwise challenge the validity of any registrations of, or any applications to register, any of the Trade Marks or the Assignee's rights therein;
- (c) challenge the Assignee's ownership of the Trade Marks or its rights to use, license or otherwise deal with any of the Trade Marks; or
- (d) use any of the Trade Marks, other than pursuant to a licence granted by the Assignee.

4. Damages Inadequate

The parties agree that damages will not be an adequate remedy for breach of this Deed and that the parties may seek specific performance or injunctive relief as remedy for any

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actual or threatened breach in addition to any other remedies available at law or in equity under or independent of this Deed.

5. Governing Law and Jurisdiction

This Deed is governed by the laws of New South Wales, Australia. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

6. GST

6.1 GST to be added to amounts payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

6.2 Liability net of GST

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided.

6.3 Timing of the payment of the GST Amount

The GST Amount is payable on the earlier of:

- (a) the first date on which all or any part of the Consideration for the Taxable Supply is provided; and
- (b) the date 5 Business Days after the date on which an Invoice is issued in relation to the Taxable Supply.

6.4 Revenue exclusive of GST

Any reference in this Agreement to price, value, sales, revenue or a similar amount (*Revenue*), is a reference to that Revenue exclusive of GST.

6.5 GST obligations to survive termination

This clause will continue to apply after expiration or termination of this Agreement.

6.6 Interpretation

In this clause 6 the following definitions apply unless the context requires otherwise.

Consideration has the meaning given by the GST Law.

GST has the meaning given by the GST Law.

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GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of that Taxable Supply.

GST Group has the meaning given by the GST Law.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Invoice has the meaning given by the GST Law.

Taxable Supply has the meaning given by the GST Law excluding the reference to section 84-5 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

7. Counterparts

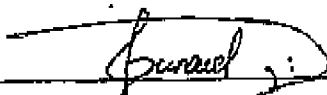
This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

Signed Sealed and Delivered for
Lindemans Wines Pty Limited by its
attorney under power of attorney in the
presence of:



Witness Signature
Bernard Chiu, Notary Public

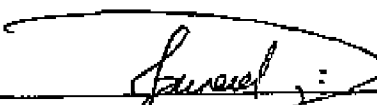
Print Name SYDNEY



Attorney Signature
Nias Reumat

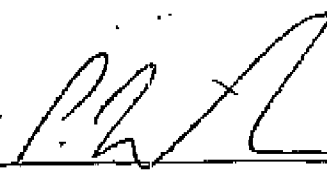
Print Name

Signed Sealed and Delivered for
Southcorp Brands Pty Limited by its
attorney under power of attorney in the
presence of:



Witness Signature
Bernard Chiu, Notary Public

Print Name SYDNEY



Attorney Signature
Peter Mathewson

Print Name

