

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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)

Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Southcorp 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)

B. Trademark Registration No.(s)

1,129,032	1,144,457	1,162,131	1,722,287
1,735,140	1,862,694	1,872,741	1,956,668
2,043,964	2,102,746	2,176,992	2,228,917
2,245,360	2,247,159	2,281,641	2,286,252
2,292,365	2,309,742	2,337,652	2,365,711
2,473,117	2,493,924	2,495,226	2,536,595
2,538,989	2,565,147	2,669,566	

Additional number(s) attached Yes No

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:27

7. Total fee (37 CFR 3.41).....\$690.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

502214 (Our Ref.: 075688/0000007)

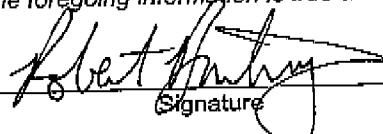
(Attach duplicate copy of this page if paying by deposit account)

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
 Name of Person Signing


 Signature

June 27, 2003
 Date

Total number of pages including cover sheet, attachments, and document: **13**

CH \$690.00 502214 1129032

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: Southcorp Brands Pty Limited

U.S. Reg. Nos.:	1129032	1144457	1162131	1722287	1735140
	1862694	1872741	1956668	2043964	2102746
	2176992	2228917	2245360	2247159	2281641
	2286252	2292365	2309742	2337652	2365711
	2473117	2493924	2495226	2536595	2538989
	2565147	2669566			

Our Ref: 075688/0000007/RBB

* * *

NOTICE OF APPOINTMENT OF DOMESTIC REPRESENTATIVE

TO THE COMMISSIONER FOR TRADEMARKS

Dear Sir or Madam:

Pillsbury Winthrop LLP is designated as assignee Southcorp Brands Pty Limited's representative upon whom notices or process in proceedings affecting the marks in the above-identified registrations may be served.

CORRESPONDENCE ADDRESS

Please direct all correspondence in this matter to:

Calendar/Docketing Department
Pillsbury Winthrop LLP
Post Office Box 7880
San Francisco, CA 94120-7880
Fax: 415-983-1200
Email: SFtrademarks@pillsburywinthrop.com

Dated: June 27, 2003

Respectfully submitted by its attorneys,

PILLSBURY WINTHROP LLP

By: 

ROBERT B. BURLINGAME
PILLSBURY WINTHROP LLP
P.O. Box 7880
San Francisco, CA 94120-7880
Phone: (415) 983-1274
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Email: SFtrademarks@pillsburywinthrop.com

TRADEMARK
REEL: 002676 FRAME: 0983

27/08

Ref: FA7

Assignment of Non-Australian Trade Marks

Southcorp Wines Pty Limited (Assignor)

and

Southcorp Brands Pty Limited (Assignee)

Aliens Arthur Robinson
The Chifley Tower
2 Chifley Square
Sydney NSW 2000
Australia
Tel 61 2 9230 4000
Fax 61 2 9230 5333
www.aar.com.au

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Assignment of Non-Australian Trade Marks

Allens Arthur Robinson

Date	27 June 2003
Parties	
1.	Southcorp Wines Pty Limited ABN 74 000 009 763, of 403 Pacific Highway, Artamon, NSW 2064, Australia (the <i>Assignor</i>).
2.	Southcorp Brands Pty Limited, ABN 69 005 156 945, of 403 Pacific Highway, Artamon NSW 2064, Australia (the <i>Assignee</i>).
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 <i>Trade Marks</i>), 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.

Assignment of Non-Australian Trade Marks

Allens Arthur Robinson

- (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

Assignment of Non-Australian Trade Marks

Allens Arthur Robinson 

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.

Assignment of Non-Australian Trade Marks

Allens Arthur Robinson 

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.

27/08

Assignment of Non-Australian Trade Marks

Allens Arthur Robinson 



UNITED STATES	1129032	SEAVIEW
UNITED STATES	1144457	COONAWARRA ESTATE
UNITED STATES	1162131	WYNNS
UNITED STATES	1722287	QUEEN ADELAIDE
UNITED STATES	1735140	THE MAGILL ESTATE
UNITED STATES	1862694	DEVIL'S LAIR device
UNITED STATES	1872741	PENFOLDS

27/08

Assignment of Non-Australian Trade Marks

Allens Arthur Robinson 

COUNTRY	TRADE MARK NUMBER	TRADE MARK NAME
UNITED STATES	1956668	KALIMNA
UNITED STATES	2043964	WYNNS COONAWARRA ESTATE MICHAEL
UNITED STATES	2102746	GRANGE
UNITED STATES	2176992	KOONUNGA HILL
UNITED STATES	2228917	RANDALL BRIDGE
UNITED STATES	2245960	LEONAY
UNITED STATES	2247159	SYDNEY COVE
UNITED STATES	2281641	GULL ROCK
UNITED STATES	2286252	CRYSTAL PEAK
UNITED STATES	2292365	YATJARNA
UNITED STATES	2309742	BLUES POINT
UNITED STATES	2337652	THIRSTY FISH & device
UNITED STATES	2365711	FIFTH LEG device
UNITED STATES	2473117	RWT
UNITED STATES	2493924	RAWSON'S RETREAT
UNITED STATES	2495226	COLDSTREAM HILLS
UNITED STATES	2536595	PENFOLDS THOMAS HYLAND
UNITED STATES	2538989	CBD
UNITED STATES	2565147	REWARDS OF PATIENCE
UNITED STATES	2669566	PENFOLDS RAWSON'S RETREAT

Assignment of Non-Australian Trade Marks

Allens Arthur Robinson

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
Southcorp Wines Pty Limited by its
attorney under power of attorney in the
presence of:

[Signature]
Witness Signature
BERNARD CHIU, NOTARY PUBLIC,
Print Name SYDNEY

[Signature]
Attorney Signature
NICK MELIA
Print Name

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

[Signature]
Witness Signature
BERNARD CHIU, NOTARY PUBLIC,
Print Name SYDNEY

[Signature]
Attorney Signature
PAN M. WILSON, AM
Print Name

