

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 |
| Kim Crawford | | 05/15/2003 | INDIVIDUAL: NEW ZEALAND |

| | |
|-----------------------------|----------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Crawford Productions Limited |
| Street Address: | Level 1/8 Kent Street, Newmarket |
| City: | Auckland |
| State/Country: | NEW ZEALAND |
| Entity Type: | CORPORATION: NEW ZEALAND |

| | |
|----------------------------------|---------------|
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Serial Number: | 78180628 |

| | |
|--|---------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (212)387-0167 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | aparedes@tmcounselors.com |
| Correspondent Name: | Mark I. Peroff |
| Address Line 1: | 915 Broadway, 19th Floor |
| Address Line 4: | New York, NEW YORK 10010 |

| | |
|--------------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 1182.0800 |
|--------------------------------|-----------|

| | |
|--------------------------------|--------------------------|
| DOMESTIC REPRESENTATIVE | |
| Name: | Mark I. Peroff |
| Address Line 1: | 915 Broadway, 19th Floor |
| Address Line 4: | New York, NEW YORK 10010 |

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Andrew T. Paredes |
|---------------------------|-------------------|

Total Attachments: 4
 source=KC-asn1.tif

OP \$40.00 78180628

source=KC-asn2.tif
source=KC-asn3.tif
source=KC-asn4.tif

THIS DEED dated the 15 day of May 2003

BETWEEN KIM CRAWFORD, Winemaker, of Auckland (the "Assignor")

AND CRAWFORD PRODUCTIONS LIMITED, at Auckland (the "Assignee")

BACKGROUND

- A. The Assignor is the proprietor of the Trade Marks (as defined below) and the proprietor of rights in the Intellectual Property (as defined below).
- B. By a Share Sale Agreement between (among others) the Assignor and Vincor New Zealand Limited dated on or about the date of this deed ("Share Sale Agreement"), the Assignor sold his shares in Crawford Productions Ltd and Kim Crawford Wines Marlborough Ltd and agreed to certain terms relating to the rights and business in the Trade Marks and Intellectual Property to and with Vincor New Zealand Limited.
- C. The Assignor has agreed to assign his rights in the Trade Marks and Intellectual Property to the Assignee.

THE PARTIES AGREE:

1. INTERPRETATION

In this deed unless the context indicates otherwise:

"Intellectual Property" means the Intellectual Property Rights (as that term is defined in the Share Sale Agreement) to the extent (if any) that the Assignor has rights to and interests in the Intellectual Property.

"Trade Marks" means those trade mark registrations and applications specified in the Schedule and all intellectual property rights of any nature anywhere in the world which are related to the Trade Marks including:

- (a) all designs, copyrights and all rights of action, powers and benefits in respect of the same;
- (b) unregistered trade marks and related business names including get-up, brand names, logos and all other indicia; and
- (c) associated registered trade marks.

2. ASSIGNMENT

In consideration of settlement of the Share Sale Agreement and payment of \$1 inclusive of GST (receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor as legal and beneficial owner hereby assigns to the Assignee all of his rights, title and interest (including legal and beneficial ownership, rights or licences to use and all rights of action, powers and benefits) to and in the Trade Marks and Intellectual Property together with the goodwill held and associated with the business in relation to the Trade Marks and Intellectual Property.

3. ASSIGNOR TO CEASE USE

For the avoidance of doubt, from closing of the Share Sale Agreement, the Assignor will, except to the extent and for the purposes authorised by Vincor New Zealand Limited in writing, cease to use and will not in the future use either directly or indirectly the Trade Marks and Intellectual Property or any trade marks, signs, words or symbols confusingly similar to the Trade Marks and Intellectual Property and will not countenance, counsel, procure or otherwise assist any other person to do so.

4. FURTHER ASSURANCES


The Assignor warrants that he is authorised to assign the Trade Marks and Intellectual Property and agrees to do all things and execute all documents reasonably required by the Assignee to perfect the assignment of the Trade Marks and Intellectual Property and other matters recorded in this deed and the Assignee's ownership of the Trade Marks and Intellectual Property, including anything required to register the Trade Marks or any of the Intellectual Property in any intellectual property registry or anything to assist the Assignee's successors to do so.

5. GOVERNING LAW

This deed shall be governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

In witness of which this deed has been executed.

SIGNED by **KIM CRAWFORD:**



Signature of Kim Crawford

Witness:



Witness to sign

John Seton

Full name of witness

Solicitor

Occupation of witness


Auckland

Address of witness

SIGNED by **CRAWFORD PRODUCTIONS LIMITED** by:

C. J. Barclay

Full name of director



Signature of director

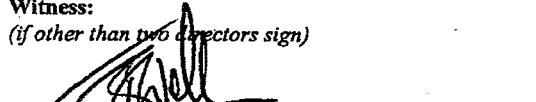
F. E. Crawford

Full name of director/secretary/authorised signatory

Crawford

Signature of director/secretary/authorised signatory

Witness:
(if other than two directors sign)



Witness to sign

TJR Williams

Full name of witness



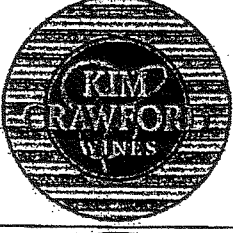
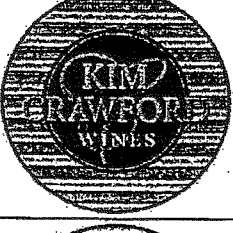
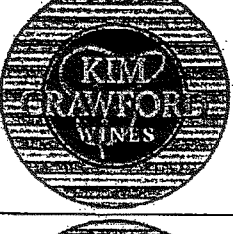

Accountant

Occupation of witness

Auckland

Address of witness

Schedule

| Country | No. | Mark | Class | Specification | Status |
|----------------|-------------|---|-------|--|---|
| NZ | 661672 |  | 33 | Wines, including sparkling wine, fortified wine, liqueurs | Registered (as of 30 July 2002) |
| Australia | 924417 |  | 33 | Wines, including sparkling wines, fortified wine, liqueurs | Application Filing Date - 22 August 02 (Accepted) |
| Canada | 1152333 |  | 33 | Wines, including sparkling wines, fortified wine, liqueurs | Application Filing Date - 11 September 2002 |
| United States | 78/180,628 |  | 33 | Wines, including sparkling wines, fortified wine, liqueurs | Application Filing Date - 31 October 2002 |
| Japan | 2002-089234 |  | 33 | Wines, including sparkling wines, fortified wine, liqueurs | Application Filing Date - 02 October 2002 |
| European Union | 002859908 |  | 33 | Wines, including sparkling wines, fortified wine, liqueurs | Application Filing Date - 19 September 2002 |