

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RMRE, LLC | | 06/30/2004 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Southcorp Brands Pty Limited | | |
| Street Address: | 403 Pacific Highway | | |
| City: | Artarmon, NSW | | |
| State/Country: | AUSTRALIA | | |
| Postal Code: | 2064 | | |
| Entity Type: | COMPANY: AUSTRALIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2751463 | TALOMAS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)983-1200 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 415-983-1274 | | |
| Email: | sftrademarks@pillsburylaw.com | | |
| Correspondent Name: | Robert B. Burlingame | | |
| Address Line 1: | P.O. Box 7880 | | |
| Address Line 2: | Calendar/Docketing Department | | |
| Address Line 4: | San Francisco, CALIFORNIA 94120-7880 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |
| Address Line 3: | | | |

CH \$40.00 2751463

Address Line 4:

NAME OF SUBMITTER:

Robert B. Burlingame

Signature:

/per Alan Tilley/

Date:

06/15/2005

Total Attachments: 8

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Assignment of
Trade Marks

RMRE, LLC

(Assignor)

and

Southcorp Brands Pty Limited (Assignee)

Assignment of Trade Marks

Date

June 30, 2004

Parties

1.

RMRE, LLC

a Delaware limited liability company

C/-Robert Mondavi Corporation,

841 Latour Court,

Napa, California, 94558,

UNITED STATES OF AMERICA.

2.

Southcorp Brands Pty Limited, ACN 005 156 945

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.

Assignment of Trade Marks

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

2. Assignment

2.1 The Trade Marks

(a) 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 and without any other goodwill of any business.

(b) Assignee shall have the full and immediate right to use and enforce the Trade Marks and registrations upon execution of this Assignment.

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 Mark, 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.

3. Undertaking

The Assignor undertakes that it 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, 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 the Trade Marks; or
- (d) use the Trade Marks, other than pursuant to a licence granted by the Assignee.

Assignment of Trade Marks

4. 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.

5. Goods & Services Tax (GST)

5.1 GST to be added to amounts payable

If GST is payable in Australia 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.

5.2 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.

5.3 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.

5.4 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.

5.5 GST obligations to survive termination

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

5.6 Interpretation

In this clause 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.

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

Assignment of Trade Marks

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).

6. Further acts

- 6.1 Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this document and all transactions incidental to it.
- 6.2 This document may only be varied by the written agreement of the parties.

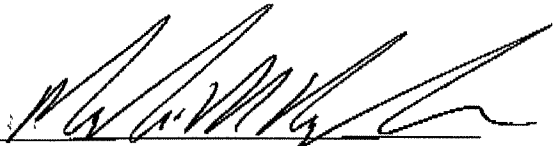
Assignment of
Trade Marks

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorised representatives, as set forth below:

Signed for by:
Southcorp Brands Pty Limited



DIRECTOR
Print Name: JOHN BALLARD

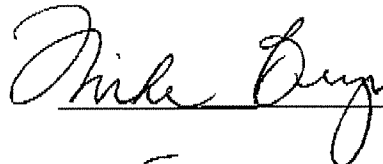


Director
Print Name: MARTIN HUDSON

Signed for by:
RMRE, LLC



Title: DIRECTOR
Print Name: GREGORY BRADY



Title: Senior V.P. RMC
Print Name:
Michael K. Beyer

Assignment of
Trade Marks

Schedule

REGISTERED TRADE MARKS

| Country | Number | Class | Renewal Date |
|---------|--------|-------|--------------|
|---------|--------|-------|--------------|

Assignment of Trade Marks

| | | | | |
|------------------|---------|---------|------------|--|
| United States | 2751463 | TALOMAS | Wines (33) | 12AUG08 (Affidavit due) 12AUG13 (Renewal due) |
|------------------|---------|---------|------------|--|

PENDING TRADE MARKS

| Country | Number | Class | Filing Date |
|---------|--------|-------|-------------|
|---------|--------|-------|-------------|