

04-22-2005



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100415.12998US

4/19/05

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

1. Name of conveying party(ies):  
 G'day Mate Australian Wines Pty Ltd

Individuals(s)       Association  
 General Partnership       Limited Partnership  
 Corporate (Australia)  
 Other

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

2. Name and address of receiving party(ies)  
 Name: G'day Mate Australian Wine Exports Pty Ltd

Street Address: 212 Greenhill Road  
 Eastwood, South Australia, 5063  
 Australia

Individuals(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporate (Australia)  
 Other

If assignee is not domiciled in the United States,  
 a domestic representative designated is attached:  
 Yes       No

Additional name(s) & address(es) attached?  
 Yes       No

3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: Merger/ Assignment / Name Change

Effective Date: 5/21/03

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

A. Trademark Application No.(s)  
76/510,752

B. Trademark Registration(s).

Additional numbers attached?       Yes       No

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

**Herbert I. Cantor**  
**CROWELL & MORING LLP**  
**P.O. BOX 14300**  
**Washington, D.C. 2004-4300**  
**Phone: 202-624-2500**  
**Facsimile: 202-628-8844**

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00  
 Enclosed. Please charge any underpayment in connection  
 with this Assignment to Deposit Account No. 05-1323


Authorized to be charged to Deposit Account

8. Deposit Account No. 05-1323

(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

  
 Herbert I. Cantor, Esq.

August 19, 2005  
 Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 7

DO NOT WRITE IN THIS SPACE

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**MAIL STOP ASSIGNMENT RECORDATION SERVICES**  
**Washington, D.C. 20231**

04/21/2005 DBYRNE 00000104 76510752

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40.00 OP

MEMORANDUM OF ASSIGNMENT made between

G'DAY MATE AUSTRALIAN WINES PTY LTD (ACN No. 092 948 279) of 212 Greenhill Road, Eastwood, South Australia, 5063, Australia (hereinafter referred to as "the Assignor") of the one part; and

G'DAY MATE AUSTRALIAN <sup>WINE</sup> EXPORTS PTY LTD (ACN No. 104 636 213) 212 Greenhill Road, Eastwood, South Australia, 5063,, Australia (hereinafter referred to as "the Assignee") of the other part.

WHEREAS the Assignor is the proprietor of Australian Registered Trade Marks and Trade Mark Applications as listed in the attached Schedule 1, now this assignment witnesseth that for the sum of One Australian dollar (\$A1.00) and other good and valuable consideration (receipt of which is hereby acknowledged).

1. We the said Assignor hereby assign and transfer and set over to the said Assignee all of the right title and interest in and to registered trade marks as listed in Schedule 1 with the goodwill of the business concerned in the goods with respect to the said trade marks.
2. We the said Assignee do hereby accept all of the right title and interest of the said Assignor in and to the said registered trade marks and the trade marks the subject thereof in the Commonwealth of Australia.
3. The Assignor hereby undertakes at the expense of the Assignee to do all acts and execute all documents necessary or desirable for further assuring the title of the Assignee to the said trade mark registrations.
4. The Assignor hereby undertakes not to use in the course of trade any trade marks substantially identical or deceptively similar to the trade mark on goods that are of the same description as those of registered trade marks listed in Schedule 1.

5. All fees, costs and expenses connected with this assignment shall be borne and paid by the Assignee.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands on the day and year hereinafter mentioned.

Dated this 21<sup>ST</sup> day of MAY 2003

Signed:

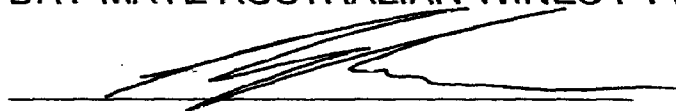


Position:

Director

For and on behalf of G'DAY MATE AUSTRALIAN WINES PTY LTD

Signed:



Position:

Director

For and on behalf of G'DAY MATE AUSTRALIAN <sup>WINE</sup> EXPORTS PTY LTD