

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G'Day Mate Australian Wines Pty Ltd		06/04/2007	CORPORATION: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G'Day Mate Australian Wine Exports Pty Ltd		
<b>Street Address:</b>	212 Greenhill Road		
<b>City:</b>	Eastwood, South Australia		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	5063		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78210283	G'DAY MATE AUSTRALIAN WINES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(608)831-2106		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(608) 831-2100		
<b>Email:</b>	sjd@dewittross.com		
<b>Correspondent Name:</b>	DeWitt Ross & Stevens S.C.		
<b>Address Line 1:</b>	8000 Exclesior Drive		
<b>Address Line 2:</b>	ATTN: Sarah Desmond		
<b>Address Line 4:</b>	Madison, WISCONSIN 53717-1915		
<b>ATTORNEY DOCKET NUMBER:</b>	40735044		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

OP \$40.00 78210283

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Sarah Desmond

Signature:

/SarahDesmond/

Date:

06/08/2007

**Total Attachments: 5**

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# **TRADE MARK ASSIGNMENT DEED**

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**G'Day Mate Australian Wines Pty Ltd  
(Assignor)**

**G'Day Mate Australian Wine Exports Pty Ltd.  
(Assignee)**



**COLLISON & CO**

PATENT AND TRADE MARK ATTORNEYS - ESTABLISHED 1877

Level 8, 117 King William Street, Adelaide  
South Australia, Australia  
T : +61 8 8212 3133 F : +61 8 8231 1273  
[www.collison.com.au](http://www.collison.com.au)

## Details

This Deed of Assignment dated 4 June 2007

Between:

**G'Day Mate Australian Wines Pty Ltd, 212 Greenhill Road, Eastwood, South Australia 5063, AUSTRALIA (Assignor)**

And

**G'Day Mate Australian Wine Exports Pty Ltd, 212 Greenhill Road, Eastwood, South Australia 5063, AUSTRALIA (Assignee)**

Whereas:

- A. The Assignor owns the Intellectual Property, the full details of which are described in the attached Schedule 1.
- B. The Assignor wishes to assign the Intellectual Property and all its rights and benefit to the Assignee for a fee of AUS\$1.00 and such other consideration which this Agreement may provide.

## Agreed Terms

It is hereby agreed as follows:

1. The Assignor is the sole legal and beneficial owner of all rights, title and interest in the Intellectual Property and is fully entitled to sell, transfer and assign such rights, title and interest as it wishes without requiring the consent of any person.
2. The Assignor hereby sells, assigns and transfers to the Assignee all of its respective rights, title and interest in the Intellectual Property the full details of which are described in the attached Schedule 1.
3. Upon execution of this Agreement, completion of the assignment and payment of the consideration set out above:
  - 3.1 the Assignor relinquishes all rights as defined and provided for under the relevant laws of Australia and the United States to the Intellectual Property with the goodwill of the business concerned

associated with the Intellectual Property. The Assignor acknowledges that the Assignee may subsequently license or assign the Intellectual Property to third parties; and

- 3.2 the Assignor shall transfer to the Assignee without delay all documents relating to and in support of the ownership and title to the Intellectual Property.
4. The Assignor will take whatever action may be necessary, do such further acts and execute and deliver to the Assignee such further instruments as quickly as reasonably possible, so as to allow the Assignee to perfect, register, evidence, or enforce its rights and interest in the Intellectual Property.
5. It is acknowledged that the Assignee will apply to the registrar of the Australian Intellectual Property Organisation to register the transfer of ownership.
6. The Assignor warrants that it has the rights, title and interest to make this assignment.
7. The Assignor makes no additional express or implied warranties whatsoever, including implied warranties of fitness for use or for a particular purpose or of merchantability. In no event, shall Assignor be responsible for any consequential, contingent, special or indirect damages or damages howsoever caused comprising or resulting from loss of data, business, revenue or profit with respect to claims made pursuant to this Agreement. Nor shall Assignor be responsible for claims made by any subsequent purchaser, licensee or end-user of the Intellectual Property even though such consequential or indirect losses may have occurred as a result of any tortious actions or inaction of the Assignor or its employees.
8. This Agreement will be governed by and interpreted under the laws of the State of South Australia, Australia and the parties submit to the jurisdiction of the courts in the State of South Australia.

### Signing Page

X Executed on this 4th day of June, 2007.

**EXECUTED** by G'Day Mate Australian Wine Exports Pty Ltd by:

X   
Signature

X  
Signature

X R.S. ROSE  
Print Name

X  
Print Name

Director

X  
Director / Secretary (delete inapplicable)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company.

**EXECUTED** by G'Day Mate Australian Wines Pty Ltd by:

X   
Signature

X  
Signature

X R.S. ROSE  
Print Name

X  
Print Name

Director

X  
Director / Secretary (delete inapplicable)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company.

X   
Signature (witness)

*John C' Mahoney (witness)*

X R.S. ROSE  
Print Name (witness)

*JOHN C' MAHONEY*

## **SCHEDULE 1**

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1. United States Registered Trade Mark No. 78210283  
G'DAY MATE AUSTRALIAN WINES in Class 33