

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
Daniel Philips		11/06/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Balrath Pty Limited		
Street Address:	Lake Plains Road		
Internal Address:	c/o Brothers in Arms Vineyards		
City:	Langhorne Creek, South Australia		
State/Country:	AUSTRALIA		
Postal Code:	5255		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2808266	BROTHERS IN ARMS	
CORRESPONDENCE DATA			
Fax Number:	(415)788-2019		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4157880900		
Email:	aheimberger@steefel.com		
Correspondent Name:	Ann M. Heimberger		
Address Line 1:	1 Embarcadero Center, 30th Floor		
Address Line 2:	Steefel, Levitt & Weiss, PC		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	21156		
DOMESTIC REPRESENTATIVE			
Name:	Ann M. Heimberger		
Address Line 1:	1 Embarcadero Center, 30th Floor		

OP \$40.00 2808266

Address Line 2: Steefel Levitt & Weiss, PC
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Ann M. Heimberger

Signature: /amh/

Date: 12/12/2007

Total Attachments: 1
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EXHIBIT A
ASSIGNMENT OF TRADEMARK

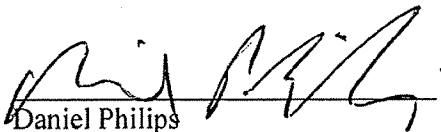
WHEREAS, Daniel Philips (Assignor) of P.O. Box 5107, Oxnard CA 93031-5107 is the purported owner of record of United States Trademark Registration No. 2808266, dated January 27, 2004 (the "Registration") and the purported owner of any and all trademark rights evidenced thereby; and

WHEREAS, Balrath Pty Limited (Assignee) of Lake Plains Road, Langhorne Creek, South Australia, Australia, 5255 (c/o Brothers in Arms Vineyards) has filed a Petition for Cancellation of the Registration (ESTTA159800) on the grounds that, *inter alia*, the Registration was obtained fraudulently and that Assignor is not, and was not at the time of filing, the rightful owner of the mark;

WHEREAS, Assignor and Assignee have agreed to settle this and other disputes between them by effecting, *inter alia*, an assignment of the Registration from Assignor to Assignee; and

WHEREAS, once the Registration is assigned to Assignee, Assignee intends to surrender the Registration for cancellation.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee any and all right, title and interest in and to the Registration, and any and all trademark rights evidenced thereby, together with any and all goodwill of the business symbolized by the Registration and that mark that is the subject thereof.


Daniel Philips

Date: November 6, 2007