### 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
Shingle Peak Wines Limited		106/30/2007	CORPORATION: NEW ZEALAND

### **RECEIVING PARTY DATA**

Name:	Foster's New Zealand (Matua) Limited	
Street Address:	16 Normanby Road	
Internal Address:	Level 2, Foster's House	
City:	Mt. Eden	
State/Country:	NEW ZEALAND	
Entity Type:	CORPORATION: NEW ZEALAND	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3217745	SHINGLE PEAK

### **CORRESPONDENCE DATA**

Fax Number: (202)331-4308

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2026637484

Email: gkrugman@sughrue.com, mperry@sughrue.com,

tm@sughrue.com

Correspondent Name: Gary D. Krugman

Address Line 1: 2100 Pennsylvania Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

ATTORNEY DOCKET NUMBER: \$12095

### DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

TRADEMARK REEL: 003746 FRAME: 0867

900102580

Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Gary D. Krugman
Signature:	/Gary D. Krugman/
Date:	03/26/2008
Total Attachments: 5 source=S12095 Assignment Document#page1.tif source=S12095 Assignment Document#page2.tif source=S12095 Assignment Document#page3.tif source=S12095 Assignment Document#page4.tif source=S12095 Assignment Document#page5.tif	

TRADEMARK REEL: 003746 FRAME: 0868

# Confirmation of Assignment of Trade Mark Registrations

Shingle Peak Wines Limited Foster's New Zealand (Matua) Limited

TRADEMARK REEL: 003746 FRAME: 0869

# Confirmation of Assignment of Trade Mark Registrations

Effective Date	30 June 2007
Parties	
1.	Shingle Peak Wines Limited, of 77 Southbank Boulevard, Southbank, Victoria 3006, Australia (the Assignor)
2.	Foster's New Zealand (Matua) Limited, of Level 2, Foster's House, 16 Normanby Road, Mt Eden, New Zealand (the Assignee)
Recitals	
A	The Assignor is the registered proprietor of the trade mark registrations described in Schedule 1 (the <i>Registrations</i> ).
В	The Assignor has agreed to assign and has as of 30 June 2007 assigned to the Assignee its entire right, title and interest in and to the Registrations, on the terms and conditions contained in this Deed.

It is agreed as follows.

### 1. Assignment

For good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged) the Assignor confirms that it has as of 30 June 2007 assigned to the Assignee and beneficial owner:

- (a) all its right, title and interest in and to the Registrations;
- (b) with respect to the Registration that is in the United States of America, all its right, title and interest in and to the Registration shall be together with that part of the goodwill of the business connected with the use of and symbolized by the trade mark the subject of the Registration;
- the right to lodge and prosecute further applications to register any of the trade marks the subject of any of the Registrations in respect of any of the goods covered by the Registrations (any Further Applications);
- (d) the right to prosecute and obtain registration of any Further Applications;
- the right to change the address for service for the Registrations and any further Applications; and
- (f) all its right to institute and maintain proceedings for trade mark infringement against any person who before, on or after the date of this Deed infringes rights given by the Registrations or by any registrations arising in relation to any Further Applications.

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# Confirmation of Assignment of Trade Mark Registrations

#### 2. Forms

The Assignor must at the request of the Assignee:

- (a) execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be required for absolutely vesting all its right, title and interest in and to the Registrations (and any Further Applications and any registrations arising from them) in the Assignee; and
- (b) at the expense of the Assignee, execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be required for procuring the registration of any Further Applications.

### 3. Proceedings

The Assignor must, at the expense of the Assignee, render the Assignee such reasonable assistance as may be reasonably necessary in any proceedings involving any of the Registrations or any Further Applications (or any registrations arising from them) or any of the trade marks the subject of any of those applications or registrations.

### 4. Governing Law and Jurisdiction

This Deed is governed by the laws of Victoria, Australia. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that these courts are an inconvenient forum.

### 5. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

### Schedule 1

### **Trade Mark Registrations**

Country	Mark	Class	Registration No
Australia	SHINGLE PEAK Logo	33	748097
New Zealand	SHINGLE PEAK	33	243844
New Zealand	SHINGLE PEAK, SHINGLE PEAK (Scries)	33	243843
New Zealand	SHINGLE CREEK	33	283233
United Kingdom	SHINGLE PEAK MARLBOROUGH	33	2148519
United States of America	SHINGLE PEAK Logo	33	3217745

## Confirmation of Assignment of Trade Mark Registrations

Allens Arthur Robinson

Executed and delivered as a Deed in Melbourne, Victoria, Australia.

Signed for and on behalf of

Shingle Peak Wines Limited (assignor) by:

MATTER TORPARO CITIEFE KUTTA TOUTH

Signed for and on behalf of

Foster's New Zealand (Matua) Limited

(assignee) by:

Signature

CILEN TOHN MALLAE

Print Name

**RECORDED: 03/26/2008** 

Kethyro 126 (1)

Print Name

TRADEMARK **REEL: 003746 FRAME: 0873**