

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
Lindemans Wines Pty Ltd		08/01/2008	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Foster's Brands Limited		
Street Address:	70 London Road		
City:	Twickenham, Middlesex		
State/Country:	UNITED KINGDOM		
Postal Code:	TW1 3QS		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77369411	LINDEMANS EARLY HARVEST	
Serial Number:	77385344		
Registration Number:	1091531	LINDEMANS	
Registration Number:	2176991	CAWARRA	
CORRESPONDENCE DATA			
Fax Number:	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	S12097		

CH \$115.00 77369411

DOMESTIC REPRESENTATIVE

900113925

**TRADEMARK
 REEL: 003836 FRAME: 0313**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Gary D. Krugman
Signature:	/Gary D. Krugman/
Date:	08/15/2008

Total Attachments: 5
source=S12097 Assignment#page1.tif
source=S12097 Assignment#page2.tif
source=S12097 Assignment#page3.tif
source=S12097 Assignment#page4.tif
source=S12097 Assignment#page5.tif

* 6422

**Confirmation of Assignment of
Trade Mark Registrations and
Applications**

Southcorp Brands Pty Limited

Foster's Brands Limited

Confirmation of Assignment of Trade Mark Registrations and Applications

Allens Arthur Robinson



Effective Date	1 August 2008
Parties	<ol style="list-style-type: none">1. Southcorp Brands Pty Limited, formerly of 403 Pacific Highway, Artarmon, New South Wales 2064, Australia and now of 77 Southbank Boulevard, Southbank, Victoria 3006, Australia (the <i>Assignor</i>)2. Foster's Brands Limited, of 70 London Road, Twickenham, Middlesex, TW1 3QS, United Kingdom (the <i>Assignee</i>)
Recitals	<p>A The Assignor is the registered proprietor and/or applicant in respect of the trade mark registrations and applications described in Schedule 1. (the <i>Registrations and Applications</i>).</p> <p>B The Assignor has agreed to assign and has as of the effective date assigned to the Assignee its entire right, title and interest in and to the Registrations and Applications, on the terms and conditions contained in this Deed.</p>

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 the effective date assigned to the Assignee and beneficial owner:

- (a) all its right, title and interest in and to the trade marks and the Registrations and Applications together with the goodwill of the business symbolized by the trade marks;
- (b) the right to lodge and prosecute further Applications to register the trade marks the subject of the Registrations and Applications in respect of any of the goods covered by the Registrations and Applications (any *Further Applications*);
- (c) the right to prosecute and obtain registration of any Further Applications;
- (d) the right to change the address for service for the Registrations and Applications and any further Applications; and
- (e) 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 and Applications or by any registrations arising in relation to any Further Applications.

Confirmation of Assignment of Trade Mark Registrations and Applications

Allens Arthur Robinson 

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 Applications (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 the Registrations and Applications or any Further Applications (or any registrations arising from them) or any of the trade marks the subject of any of those Registrations or Applications.

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.

Confirmation of Assignment of Trade Mark Registrations and Applications

Allens Arthur Robinson



Schedule 1

Trade Mark Registrations

Country	Mark	Class	Registration No
United States	LINDEMANS	33	1,091,531
United States	CAWARRA	33	2,176,991

Trade Mark Applications

Country	Mark	Class	Application No
United States	LINDEMANS EARLY HARVEST	33	SN 77/369,411
United States	LINDEMANS SEE THROUGH WINE LABEL	33	SN 77/385,344

Confirmation of Assignment of Trade Mark Registrations and Applications

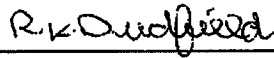
Allens Arthur Robinson 

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

Signed for and on behalf of

Southcorp Brands Pty Limited

(assignor) by:



Signature

Robert Keith Dudfield
Secretary

Print Name



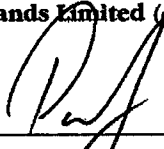
Witness Signature

Owen John Malone
Intellectual Property Director

Print Name

Signed for and on behalf of

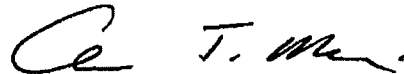
Foster's Brands Limited (assignee) by:



Signature

Paul David Conroy
Legal Affairs Director

Print Name



Witness Signature

Owen John Malone
Intellectual Property Director

Print Name