

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
Terry Wheatley		10/13/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cumulus Wines Pty Limited		
Street Address:	44 Pitt Street		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77329144	FIVE FRIENDS	
CORRESPONDENCE DATA			
Fax Number:	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-983-1274		
Email:	sftrademarks@pillsburylaw.com		
Correspondent Name:	Robert B. Burlingame		
Address Line 1:	P.O. Box 7880		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94120-7880		
ATTORNEY DOCKET NUMBER:	042080-0367730/RBB		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Robert B. Burlingame

Signature:

/Robert B. Burlingame/

Date:

10/15/2008

Total Attachments: 1

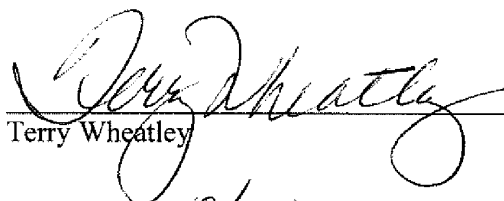
source=FIVE FRIENDS executed assignment#page1.tif

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Terry Wheatley ("Assignor")**, a U.S. citizen having an address at 5061 Mountain View Road, Hughson, California, U.S.A. 95326, hereby conveys, transfers and assigns to **Cumulus Wines Pty Limited ("Assignee")**, a company of Australia having an address at 44 Pitt Street, Sydney, Australia 2000, all of her right, title and interest worldwide in and to the name and trademark FIVE FRIENDS, including U.S. Trademark Application Ser. No. 77329144, and the goodwill of the business connected with the use of, and symbolized by, the same, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith. Assignor agrees to execute any further documents as Assignee may reasonably request in order to effectuate and record this Assignment.

Assignor represents and warrants that, to her knowledge: (a) she has all right, title and authority to enter into this Agreement and grant the assignment granted in this Agreement, free and clear of any and all security interests or other encumbrances; (b) there are no other assignments, consents or agreements with any third party in conflict with this Agreement; (c) the mark FIVE FRIENDS for wine does not infringe any valid right of any third party; and (d) there are no infringement allegations by or against Assignor regarding the name and trademark FIVE FRIENDS.

Assignor shall not do or cause to be done, or omit to do or be done, anything impairing or intending to impair any of the rights of Assignee in the mark FIVE FRIENDS. Without limitation of the foregoing, Assignor agrees that she shall not directly or indirectly at any time use FIVE FRIENDS in or as any name or mark, including domain names, or apply after the Effective Date to register as a trademark, or own any trademark registration of, any mark containing the phrase FIVE FRIENDS or any mark that is confusingly similar to the mark FIVE FRIENDS.


Terry Wheatley

Date: 10/13/08