

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
Brown-Forman Corporation		12/10/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gruppo Italiano Vini S.p.A.		
Street Address:	Villa Belvedere		
City:	Calmasino (Verona)		
State/Country:	ITALY		
Postal Code:	37010		
Entity Type:	joint stock company: ITALY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78933958	THE UNCOMMONLY FRESH ITALIAN WINE	
Serial Number:	78933903	GET FRESH WITH AN ITALIAN	
Serial Number:	78933940	KEEP IT FRESH. DRINK RESPONSIBLY.	
Registration Number:	1122520	FONTANA CANDIDA	
Serial Number:	77243340	HOW REFRESHING	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1100 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	52893/2		

CH \$140.00 78933958

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	04/21/2009

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT DEED

This Intellectual Property Assignment Deed ("this Assignment") is entered into as of December 10, 2008 by and among the following parties:

BROWN-FORMAN CORPORATION, a Delaware, U.S.A., corporation with registered offices at 850 Dixie Highway, Louisville, Kentucky 40210, registered in the Corporation Division of the Delaware Secretary of State, no. 0328020, duly represented by Mr Gerard Anderson in his capacity of Senior Vice President - Corporate Finance duly empowered by means of the resolution of the Board of Directors of the Company dated May 22, 2008, as amended on September 25, 2008 ("BFC" or "Assignor"),



- on the one side

and

GRUPPO ITALIANO VINI S.p.A., an Italian joint stock company, with registered offices at Villa Belvedere, 37010 Calmasino (Verona), registered in the Company Register of Verona no. 342008, Fiscal Code 03508110230, duly represented by Mr Emilio Pedron in his capacity of Managing Director duly empowered by means of the resolution of the Board of Directors of the company dated December 3, 2008 ("Assignee")

- on the other side

WITNESSETH:

WHEREAS: Assignor owns the registered and unregistered marks listed on the Schedule of Marks, attached hereto. The above-referenced marks, including without limitation, all trademarks, design marks, logos, trade names, trade dress, service marks and all copyrighted or copyrightable materials, incorporating all or any part of the marks, and all registrations, renewals and pending applications for all the foregoing, the good will of the business symbolized thereby, and all other worldwide rights contained therein are hereinafter collectively referred to as the "Marks". Assignor owns all the domain names listed under the Schedule of the Domain Names, attached hereto, which are used with respect to the Marks ("Domain Names"). Both the Marks and the Domain Names are hereinafter collectively referred to as the "Intellectual Property".

WHEREAS: on November 26, 2008, BFC and Fratelli Bolla International Wines, Inc., a corporation organized and existing under the laws of the Commonwealth of Kentucky, United States of America, with its registered office at 850 Dixie Highway, Louisville, Kentucky 40210 ("FBIW") entered into an Assets Purchase Agreement ("APA"), pursuant to which the assignment of the Intellectual Property is a condition necessary, with Gruppo Italiano Vini S.c.a.r.l., an Italian co-operative farming limited liability company, with registered offices in

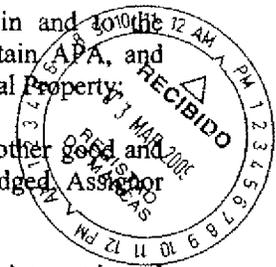
John *Nelle Oberer, initialing for Gerard Anderson* *[Signature]* *[Signature]*

Villa Belvedere, 37010 Calmasino (Verona), registered in the Companies' register of Verona no. 211886, Fiscal Code 01729150365 ("GIV");

WHEREAS: pursuant to Section 2.4 of APA, with communication dated December 3, 2008 GIV designated the Assignee as Buyer, and Assignee accepted said designation on the same date;

WHEREAS: Assignor desires to assign all right, title and interest in and to the Intellectual Property to Assignee as part of, and in consideration of, that certain APA, and Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:



1. Assignor hereby assigns unto Assignee, which acquires, all right, title, and interest in and to the Intellectual Property.
2. The consideration for the Assignment is set forth in Article 2 of the APA and specifically, as indicated in the Allocation of the Purchase Price, it is equal to USD \$ 7,649,211.00, which is paid as follows:
 - a) as per USD \$ 2,861,761.00 cash at the execution of this Assignment, for which payment the Assignor gives full and complete quittance with the signature of this Assignment;
 - b) as per USD \$ 4,787,450.00, plus interest at a fixed rate of 3.0% per annum, in twelve equal quarterly installments of principal and interest in the amount of USD \$ 418,669.57 each, with the first such installment being due and payable three months from the Closing Date, and the final such installment being due and payable on the third anniversary of the Closing Date.
3. The Assignment shall also include the right for the Assignee to make claims for damages by reason of past infringement of the Intellectual Property caused by third parties, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.
4. If after the execution of this Assignment it becomes necessary to execute or formalize any further document or agreement to secure or register the assignment of the Intellectual Property in all applicable jurisdictions, Assignor undertakes to assist Assignee and its representatives and execute, grant and/or formalize, upon request by Assignee and at no out-of-pocket expense to Assignor (except for the case in which such activities are due to Assignor's negligence), any necessary agreement or document as required by the applicable law of each jurisdiction in order to transfer in favor of Assignee all the rights derived from or related to the Intellectual Property, in every jurisdiction in favor of

Assignee or any other designated entity, without necessity of further consideration in favor of Assignor.

5. It is understood that this Assignment does not constitute and therefore shall not be interpreted as a novation of the APA dated November 26, 2008 entered between Assignor, FBIW and Assignee.
6. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, U.S.A., without reference to the rules on conflict of laws. In the event of any dispute arising out of or relating to this Assignment, including any question regarding its existence, validity, implementation, interpretation or termination, shall be referred to and finally resolved by arbitration under the ICC Rules of Arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, appointed by mutual consent of the parties. In case the parties disagree in relation to said appointment for more than 30 (thirty) days from the date when one of the party informed the other of its intention to arise a dispute, the sole arbitrator will be appointed by the International Court of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be English.

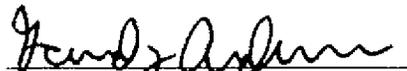
This Assignment shall be effective for all purposes on the 10th day of December, 2008.

IN WITNESS WHEREFORE, the ASSIGNOR has hereunto authorized the undersigned to sign this instrument on its behalf this 10th day of December, 2008.

IN WITNESS WHEREFORE, the ASSIGNEE has hereunto authorized the undersigned to sign this instrument on its behalf this 10th day of December, 2008.

ASSIGNOR:

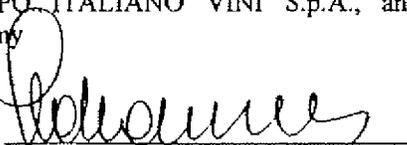
BROWN-FORMAN CORPORATION, a Delaware,
U.S.A. corporation

By: 
Gerard J. Anderson

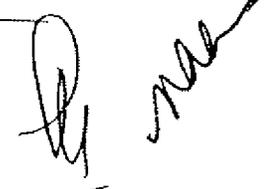
Its Senior Vice President - Corporate Finance

ASSIGNEE:

GRUPPO ITALIANO VINI S.p.A., an Italian
company

By: 
Emilio Pedron

Its Managing Director



Commonwealth of Kentucky)
) :ss
County of Jefferson)

The foregoing instrument was acknowledged before me this 10th day of December, 2008, by Gerard J. Anderson, SVP – Corporate Finance of Brown-Forman Corporation, a Delaware corporation, on behalf of the company. I have verified the identity of Mr. Anderson, and have verified that Mr. Anderson is duly empowered to execute the foregoing instrument.

Ernest W. Williams
Notary Public *State at Large, Ky.*

My Commission expires: July 12, 2011

Commonwealth of Kentucky)
) :ss
County of Jefferson)

The foregoing instrument was acknowledged before me this 10th day of December, 2008, by Emilio Pedron, Managing Director of Gruppo Italiano Vini S.p.A., an Italian joint stock company, on behalf of the company. I have verified the identity of Mr. Pedron, and have verified that Mr. Pedron is duly empowered to execute the foregoing instrument.

Ernest W. Williams
Notary Public *State at Large, Ky.*

My Commission expires: July 12, 2011

[APOSTILLE (IF EXECUTED IN THE US)]

H. Williams

SCHEDULE OF MARKS

Country	Mark	Class(es)	Application #	App. Date (MM/DD/YYYY)	Registration #	Reg. Date (MM/DD/YYYY)
Bahamas	FONTANA CANDIDA	43	25314	9/16/2002	25314	9/16/2002
Bermuda	FONTANA CANDIDA	33		7/17/2007		
Canada	FONTANA CANDIDA	33	1,161,456	12/6/2002	TMA609,503	5/6/2004
Canada	FONTANA CANDIDA	33	40257600	9/27/1976	230958	11/17/1978
European (O.H.M.I.)	& Design (label) FONTANA CANDIDA	25, 33	2848430	9/10/2002	2848430	11/3/2004
Italy	FONTANA CANDIDA	33	20984C/78	10/25/1978	847575	3/7/1985
Italy	VILLA FONTANA CANDIDA	32, 33	33012C/85	2/4/1985	1,097,742	2/2/1987
Italy	FONTANA CANDIDA (ETICH.)	33	33495C/80	3/27/1980	898165	3/19/1987
Italy	Misc. Design- FONTANA CANDIDA logo	33	33898C/79	1/25/1979	865600	10/14/1985
Italy	FONTANA CANDIDA FRASCATI & Design (label)	33		11/14/1968	852284	11/14/1968
Italy	FONTANA CANDIDA BRUT & Design (colored label)	33	RM94C/002256	5/20/1994	1,093,639	10/7/1996
Italy	SELVA DI FONTANA CANDIDA	33	35021C/81	10/5/1981	985852	9/1/1986
Italy	MACCHIA DI FONTANA CANDIDA	33	35020C/81	10/5/1981	985851	9/1/1986
International (WIPO)	FONTANA CANDIDA & design	33			R352610	12/18/1968
Japan	FONTANA CANDIDA	33	2000-081351	7/24/2000	4504911	9/7/2001
Japan	FONTANA CANDIDA (ET. A COLORI)	33	550-149057	12/24/1975	1452053	1/30/1981
Norway	FONTANA CANDIDA BRUT & Design (colored label)	33	376350	7/6/1976	100882	9/21/1988
→ Puerto Rico	FONTANA CANDIDA	33	71,600	12/8/2006	71,600	12/8/2006
Saint Vincent and the Grenadines	FONTANA CANDIDA	33			2308987	8/24/2002
Sweden	FONTANA CANDIDA	33	99-04630	6/18/1999	342 162	11/10/2000
Switzerland	FONTANA CANDIDA	33	83/2006	1/16/2006	544276	3/28/2006
Trinidad and Tobago	FONTANA CANDIDA	33	33449	10/29/2002	33449	10/29/2002

[Handwritten signature]

Turks and Caicos Islands	FONTANA CANDIDA	33	13361	9/22/2003	13361	9/22/2003
United Kingdom	FONTANA CANDIDA	33	2308987	8/24/2002	2308987	1/31/2003
United States of America (USA)	THE UNCOMMONLY FRESH ITALIAN WINE	33	78/933,958	7/20/2006	3,239,824	5/8/2007
United States of America (USA)	GET FRESH WITH AN ITALIAN KEEP IT FRESH.	33	78/933,903	7/20/2006	3,239,822	5/8/2007
United States of America (USA)	DRINK RESPONSIBLY.	33	78/933,940	7/20/2006	3,239,823	5/8/2007
United States of America (USA)	FONTANA CANDIDA	33	97,226	8/20/1976	1,122,520	7/17/1979
United States of America (USA)	HOW REFRESHING	33	77/243,340	7/31/2007		

SCHEDULE OF DOMAIN NAMES

<u>Domain</u>	<u>Exp. Date</u>
areyousoave.com (Bolla)	07-26-10
bestofitaly.biz (both brands)	11-06-09
bestofitaly.com (both brands)	01-04-13
bestofitaly.info (both brands)	09-15-10
bolla.biz	11-18-09
bolla.com	05-06-12
bolla.info	09-15-14
bolla.mobi	06-12-10
bolla.us	04-18-13
bolla125.com	10-09-09
bollapressroom.com	01-11-09
bollasucks.com	09-12-16
bollawinery.com	03-01-17
theofficialwineofpizza.com (Bolla)	10-11-09
wwwbolla.com	08-01-12
fontanacandida.biz	11-18-09
fontanacandida.com	05-06-11
fontanacandida.info	09-15-10
fontanacandida.us	04-18-16
bestofitaly.biz (both brands)	11-06-09
bestofitaly.com (both brands)	01-04-13
bestofitaly.info (both brands)	09-15-10

Pran

EE



Trey Grayson
SECRETARY OF STATE

APOSTILLE

(Convention de La Haye du 5 October 1961)

1. Country: United States of America
This public document
2. has been signed by Cheryl Cook
3. acting in
the capacity of Deputy County Clerk
Jefferson County
Commonwealth of Kentucky
4. bears the seal/stamp of Cheryl Cook
Deputy County Clerk
Commonwealth of Kentucky

CERTIFIED

5. at Frankfort, Kentucky 6. the 11th day of December, 2008
7. by Secretary of State, Commonwealth of Kentucky
8. No. 42856.77811.22281.61474



9. Signature:

Tn6z

Trey Grayson
Secretary of State
Commonwealth of Kentucky