

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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:	37010 Calmasino (Verona)		
State/Country:	ITALY		
Entity Type:	JOINT STOCK COMPANY: ITALY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1122520	FONTANA CANDIDA	
Registration Number:	3239822	GET FRESH WITH AN ITALIAN	
Registration Number:	3239823	KEEP IT FRESH. DRINK RESPONSIBLY.	
Registration Number:	3239824	THE UNCOMMONLY FRESH ITALIAN WINE	
Registration Number:	3568275	HOW REFRESHING	
CORRESPONDENCE DATA			
Fax Number:	(212)246-8959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-708-1870		
Email:	lbryer@ladas.com		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	26 West 61st Street		
Address Line 4:	New York, NEW YORK 10023		
ATTORNEY DOCKET NUMBER:	NTMA 090937:753		

CH \$140.00 1122520

DOMESTIC REPRESENTATIVE

Name: Ladas & Parry LLP
Address Line 1: 26 West 61st Street
Address Line 4: New York, NEW YORK 10023

NAME OF SUBMITTER:	Lanning G. Bryer
Signature:	/lgb/
Date:	04/23/2009

Total Attachments: 9
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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

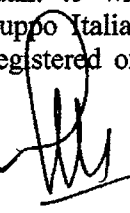
GRUPPO ITALIANO VINI S.p.A., an Italian joint stock company, with registered offices at Villa Belvedere, 37010 Calmasino (Verona), registered in the Company Register of Verona no. 342008, Fiscal Code 03508110230, duly represented by Mr Emilio Pedron in his capacity of Managing Director duly empowered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

god *nelle Alshu,*
mi ha detto per
Gerard Anderson  *well*

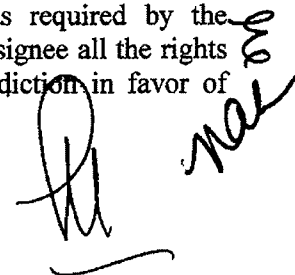
Villa Belvedere, 37010 Calmasino (Verona), registered in the Companies' register of Verona no. 211886, Fiscal Code 01729150365 ("GIV");

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

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be 'H' and the initials 'M'.

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:

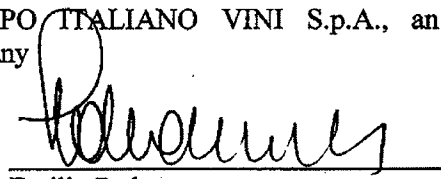

Gerard J. Anderson

Its Senior Vice President - Corporate Finance

ASSIGNEE:

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

By:


Emilio Pedron

Its Managing Director

S C H E D U L E

FONTANA CANDIDA	No. 1122520	Dated: July 17, 1979
GET FRESH WITH AN ITALIAN	No. 3239822	Dated: May 8, 2007
KEEP IT FRESH. DRINK RESPONSIBLY.	No. 3239823	Dated: May 8, 2007
THE UNCOMMONLY FRESH ITALIAN WINE	No. 3239824	Dated: May 8, 2007
HOW REFRESHING	No. 3568275	Dated: January 27, 2009