

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pernod Ricard New Zealand Limited		12/22/2010	CORPORATION: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Zealand Breweries Limited		
<b>Street Address:</b>	111 Carlton Gore Road		
<b>City:</b>	Newmarket, Auckland 1023		
<b>State/Country:</b>	NEW ZEALAND		
<b>Entity Type:</b>	Limited Company: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3182571	BENSEN BLOCK	
Registration Number:	2265889	LINDAUER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)813-5901		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	212-813-5900		
<b>Email:</b>	anicolescu@fzlz.com		
<b>Correspondent Name:</b>	SUSAN UPTON DOUGLASS		
<b>Address Line 1:</b>	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
<b>Address Line 2:</b>	866 UNITED NATIONS PLAZA		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	LNBC 1102856		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

**CH \$65.00 3182571**

**900187317**

**TRADEMARK  
 REEL: 004504 FRAME: 0099**

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Susan Upton Douglass

Signature:

/anca nicolescu/

Date:

03/24/2011

**Total Attachments: 14**

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# Deed of Assignment

relating to  
Trade Marks

**Pernod Ricard New Zealand Limited**  
PRNZ

and

**New Zealand Breweries Limited**  
NZB

and

**Lion Nathan Brands Company Limited**  
LNBC

Date *22 December* 2010



**Pernod Ricard**

## **BELL GULLY**

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET  
PO BOX 4199, AUCKLAND 1140, DX CP20509, NEW ZEALAND  
TEL 64 9 916 8800 FAX 64 9 916 8801

**TRADEMARK**  
**REEL: 004504 FRAME: 0101**

This Deed of Assignment is made on 22 December 2010

- between (1) Pernod Ricard New Zealand Limited (PRNZ)  
and (2) New Zealand Breweries Limited (NZB)  
and (3) Lion Nathan Brands Company Limited (LNBC)

## Introduction

- A. PRNZ is the owner and registered proprietor of the Trade Mark and Intellectual Property Rights (as defined herein) in the jurisdictions referred to in the schedule to this Deed.
- B. In accordance with the asset sale and purchase agreement between PRNZ (as Vendor), NZB (as Purchaser) and Indevin Group Limited, dated 18 October 2010 (the **Sale Agreement**), the parties wish to enter into this Deed to record and effect the assignment of the Trade Marks and Intellectual Property Rights from PRNZ to NZB.
- C. In addition to the assignment recorded at recital B, NZB, as the party to which the Trade Mark and Intellectual Property Rights will be assigned under this Deed, will further assign the Trade Mark and Intellectual Property Rights to LNBC. The parties wish to also enter into this Deed to record and effect the subsequent assignment of the Trade Marks and Intellectual Property Rights from NZB to LNBC.

## It is agreed

### 1. Definition

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In this Deed, including the Introduction, unless the context otherwise requires:

**Completion** has the meaning given to it in the Sale Agreement;

**Trade Marks** means the trade marks listed in the Schedule; and

**Intellectual Property Rights** means all intellectual property rights residing in the Trade Marks including but not limited to copyright and includes the goodwill of the Assignor's business connected with the Trade Marks.

### 2. Assignment

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Immediately after Completion occurs (but conditional upon Completion occurring), PRNZ assigns to NZB:

- (a) its entire right, title and interest in and to the Trade Marks, together with the Intellectual Property Rights; and
- (b) all rights and entitlements of PRNZ to take action and recover any damages or other legal remedies available to PRNZ for any infringement of the Trade Marks or for any breach of the Intellectual Property Rights, whether or not such infringement or breach took place prior to the date of this Deed.

Following the assignment of the Trade Marks and Intellectual Property Rights from PRNZ to NZB, NZB assigns to LNBC:

- (a) its entire right, title and interest in and to the Trade Marks, together with the Intellectual Property Rights; and
- (b) all rights and entitlements of NZB to take action and recover any damages or other legal remedies available to NZB for any infringement of the Trade Marks or for any breach of the Intellectual Property Rights, whether or not such infringement or breach took place prior to the date of this Deed.

### 3. Execution of documents

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#### Assignment from PRNZ to NZB

#### 3.1 PRNZ will:

- (a) execute all documents (including, but not limited to, any deeds) and do all acts necessary or convenient to vest the Trade Marks and Intellectual Property Rights in NZB; and
- (b) execute all documents (including, but not limited to, any deeds) and do all acts necessary or convenient to enable enforcement of the Trade Marks and Intellectual Property Rights.

3.2 The parties agree to do all such things and to sign and execute all such documents and deeds as may reasonably be required, in all the relevant jurisdictions and the laws of the relevant jurisdictions, in order to transfer, perfect, protect or enforce any of the rights assigned and granted to NZB pursuant to this Assignment.

3.3 NZB must record the change of registrant and contact address details on the applicable intellectual property registers within three months of the date on which Completion occurs.

3.4 NZB will be responsible for paying all out of pocket costs and expenses associated with any of the actions or documents required under this clause 3 (including, but not limited to, legal costs, overseas agent costs, and filing and registration fees). NZB undertakes to pay to PRNZ any such costs and expenses on receipt of copies of relevant invoices or other evidence of incurrence of such costs or expenses by PRNZ.

#### Assignment from NZB to LNBC

#### 3.5 Following assignment from PRNZ to NZB, NZB will:

- (a) execute all documents (including, but not limited to, any deeds) and do all acts necessary or convenient to vest the Trade Marks and Intellectual Property Rights in LNBC; and
- (b) execute all documents (including, but not limited to, any deeds) and do all acts necessary or convenient to enable enforcement of the Trade Marks and Intellectual Property Rights.

3.6 The parties agree to do all such things and to sign and execute all such documents and deeds as may reasonably be required, in all the relevant jurisdictions and the laws of the relevant jurisdictions, in order to transfer, perfect, protect or enforce any of the rights assigned and granted to NZB pursuant to this Assignment, provided that all such things will be taken at NZB's cost.

**4. Counterparts**

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**4.1 Execution of counterparts**

This Deed may be executed on the basis of an exchange of facsimile or email copies of this Deed and execution of this Deed by such means is to be a valid and sufficient execution.

**4.2 Counterparts constitute same document**

If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.


**Execution**

Executed as a deed of assignment.

Pernod Ricard New Zealand  
Limited by

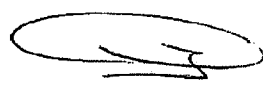
Director

Print Name

  
\_\_\_\_\_  
Grant Rando

Director

Print Name

  
\_\_\_\_\_  
Nicolas Krautz

New Zealand Breweries Limited by

B. A. McCracken  
Attorney

Bruce McCracken

Name

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Bruce McCracken of 9 Bannerman Street, Cremorne, New South Wales, Australia, certify that:

1. By deed dated 18 October 2010, New Zealand Breweries Limited appointed me its attorney on the terms and subject to the conditions set out therein.
2. I have executed this document pursuant to the powers granted to be in such deed.
3. I have not received any notice or information of the revocation or termination of my appointment as specified in 1 above.

SIGNED at Sydney on 20 .December 2010

B. A. McCracken

Bruce McCracken

Lion Nathan Brands Company  
Limited by

[Signature]  
Director

Director

GAVIN HUCKER.  
Print Name

Print Name

New Zealand Breweries Limited by

\_\_\_\_\_  
Attorney

Bruce McCracken

\_\_\_\_\_  
Name

**CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY**

I, Bruce McCracken of 9 Bannerman Street, Cremorne, New South Wales, Australia, certify that:

1. By deed dated 18 October 2010, New Zealand Breweries Limited appointed me its attorney on the terms and subject to the conditions set out therein.
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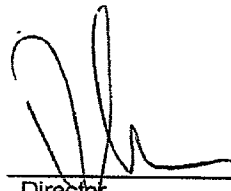
SIGNED at \_\_\_\_\_ on \_\_\_\_\_ December 2010

\_\_\_\_\_  
Bruce McCracken

Lion Nathan Brands Company  
Limited by

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name





\_\_\_\_\_  
Director





Rory Glass  
Company Director  
\_\_\_\_\_  
Print Name





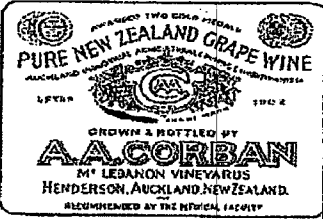

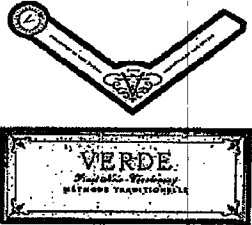
## Schedule: Trade marks

## New Zealand Trade Marks in the name of the Vendor or its Related Companies

Trade Mark	Number	Class	Specification	Status
AQUILA	266870	33	Wine and alcoholic beverages in this class containing wine	Registered – renewal date 11/09/2017
BENSEN BLOCK	717774	33	Wines, spirits and liqueurs	Registered – renewal date 31/08/2014
BERNADINO	103520	33	Wines	Registered – renewal date 13/03/2018
CHARDON	128250	33	Sparkling wines	Registered – renewal date 29/05/2014
CHARDON	164930	33	Sparkling wines	Registered – renewal date 17/04/2017
CORBANS	95343	33	Wines, spirits and liqueurs	Registered – renewal date 11/11/2015
CORBANS HALLMARK Rich Ruby Port Label 	126107	33	Wines and liqueurs	Registered – renewal date 08/12/2013
CORBANS HOMESTEAD	728961	33	Wines, spirits, liqueurs	Registered – renewal date 02/05/2015
CORBANS PREMIER CUVEE BRUT Label 	126123	33	Wines and liqueurs	Registered – renewal date 08/12/2013




Trade Mark	Number	Class	Specification	Status
<p><b>CORBANS SEIBEL – 54</b> Label</p> 	126106	33	Wines and liqueurs	Registered – renewal date 3 December 2013
<p><b>CORBANS ST AMAND</b> Label</p> 	156163	33	Chablis wines	Registered – renewal date 10/12/2015
<p><b>CORBANS SWEET</b> <b>SHERRY</b> Label</p> 	74274	33	Wines, spirits and liqueurs	Registered – renewal date 25/09/2012
<p><b>CORBANS VARIETAL C</b> Device</p> 	642345	33	wines	Registered – renewal date 25/07/2018

Trade Mark	Number	Class	Specification	Status
<b>CORBANS WINE &amp; FOOD CHALLENGE</b> 	218728	41	Education and entertainment services relating to wine and food	Registered – renewal date 29/05/2013
<b>COTTAGE BLOCK</b>	216503	33	Wines and goods in this class containing wine	Registered – renewal date 26/02/2013
<b>LINDAUER FRAISE</b> 	670796	33	Wines and other alcoholic beverages in this class	Registered – renewal date 18/12/2019
<b>HUNTAWAY</b>	253981	33	Wine and beverages containing wine	Registered – renewal date 25/09/2016
<b>JACKMAN RIDGE</b>	217193	33	Wines, spirits and liqueurs	Registered – renewal date 26/03/2013
<b>LINDAUER</b>	137876	33	Wines and other alcoholic beverages in this class	Registered – renewal date 9/07/2016
<b>LINDAUER</b>	206896	33	Wines, spirits and liqueurs	Registered – renewal date 14/12/2011
<b>LINDAUER</b>	779917	35	Retail, wholesale, distribution and marketing services relating to alcoholic beverages	Registered – renewal dated 21/11/2017


Trade Mark	Number	Class	Specification	Status
<p><b>PURE NEW ZEALAND GRAPE WINE AAC A.A. CORBAN</b></p> 	21542	33	Wine	Registered – renewal date 17/07/2018
<b>SAINTS</b>	644920	33	Wines, spirits and liqueurs	Registered – renewal date 05/09/2018
<b>TIMARA</b>	206894	33	Wines, spirits and liqueurs	Registered – renewal date 14/12/2011
<p><b>VERDE Label</b></p> 	781271	33	Wines, sparkling wines and alcoholic beverages containing wine	Registered – renewal date 13/12/2017
<p><b>VERDE Label</b></p> 	286993	33	Wines, sparkling wines and alcoholic beverages containing wine	Registered – renewal date 07/01/2015

**Australian Trade Mark Registration in the name of the Vendor or its Related Companies**


Trade Mark	Number	Class	Specification	Status
<b>CORBANS</b>	802171	33	Alcoholic beverages (except beers); wines, spirits, liqueurs	Registered – renewal date 30/07/2019

Trade Mark	Number	Class	Specification	Status
	883723	33	Wines	Registered – renewal date 25/07/2011
	946137	33	Wines and other alcoholic beverages in this class	Registered renewal date 6/03/2013
<b>BENSEN BLOCK</b>	1028635	33	Wines, spirits and liqueurs	Registered – renewal date 8/11/2014
<b>CORBANS HOMESTEAD</b>	1053255	33	Wines spirits, liqueurs	Registered – renewal date 02/05/2015
	A272108	33	Wines, spirits and liqueurs	Registered – renewal date 07/09/2018
<b>LINDAUER</b>	A548852	33	Wines, spirits and liqueurs	Registered – renewal date 16/01/2018

**Britain Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
	2326851	33	Wines and other alcoholic beverages	Registered – renewal date 18/03/2013

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<b>BENSEN BLOCK</b>	2377741	33	Wines, spirits (beverages), liqueurs, cocktails; alcoholic drinks	Registered – renewal date 10/11/2014
	2278464	33	Wines	Registered – renewal date 20/08/2011

**Canada Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
<b>CORBANS</b>	553219	33	Wines	Registered – renewal date 01/11/2016
<b>LINDAUER</b>	700312	33	Wines	Registered – renewal date 06/11/2022

**China Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
<b>BENSEN BLOCK</b>	4389663	33	Wines; spirits (beverages); liqueurs; cocktails; alcoholic drinks	Registered – renewal date 27/07/2017

**Japan Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
<b>BENSEN BLOCK</b>	4853021	33	Wines, spirits (beverages), liqueurs, cocktails; alcoholic drinks (except beer)	Registered – renewal date 1/04/2015
<b>LINDAUER</b>	4418393	33	Wines and other fruit wines; foreign liquors; Japanese liquors; Chinese liquors; spiced wines	Registered – renewal date 22/09/2020

**WIPO Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
LINDAUER	903163	33	Wines, spirits and liqueurs	Registered – renewal date 30/10/2016  Designating EU and RUSSIAN FEDERATION

**United States Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
BENSEN BLOCK	3,182,571	33	Wine	Registered – renewal date 12/12/2016
LINDAUER	2265889	33	Wines	Registered – renewal date 27/07/2019

**Hong Kong Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
CORBANS	20006278	33	Alcoholic beverages (except beers); wines, spirits, liqueurs; all included in class 33	Registered – renewal date 02/08/2016

**European Community Trade Mark Registration in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
LINDAUER	0903163 (see WIPO)	33	Wines, spirits and liqueurs	Registered – renewal date 30/10/2016

**India Trade Mark Application in the name of the Vendor or its Related Companies**

Trade Mark	Number	Class	Specification	Status
LINDAUER	01679604	33	Alcoholic beverages (except beer)	Pending - filed 23/4/2008

Malaysia Trade Mark Registration in the name of the Vendor or its Related Companies

Trade Mark	Number	Class	Specification	Status
LINDAUER	08007226	33	Wines, spirits and liqueurs	Registered - renewal due 14/4/2018