

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

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**TRADEMARK
 REEL: 004504 FRAME: 0115**

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: 0117

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

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

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

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

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

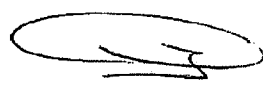
Print Name



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

GAVIN HUCKER.
Print Name

Director

Print Name

New Zealand Breweries Limited by

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:

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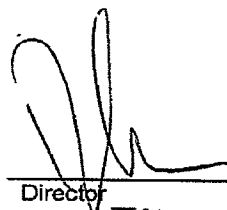
SIGNED at _____ on _____ December 2010

Bruce McCracken

**Lion Nathan Brands Company
Limited by**

Director

Print Name





Director





Rory Glass



Company Director

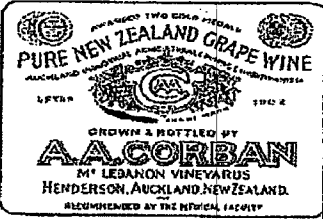

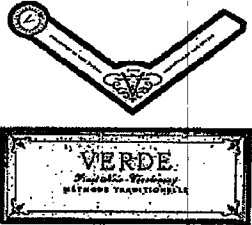
Schedule: Trade marks

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

Trade Mark	Number	Class	Specification	Status
<p>CORBANS WINE & FOOD CHALLENGE</p> 	218728	41	Education and entertainment services relating to wine and food	Registered – renewal date 29/05/2013
COTTAGE BLOCK	216503	33	Wines and goods in this class containing wine	Registered – renewal date 26/02/2013
<p>LINDAUER FRAISE</p> 	670796	33	Wines and other alcoholic beverages in this class	Registered – renewal date 18/12/2019
HUNTAWAY	253981	33	Wine and beverages containing wine	Registered – renewal date 25/09/2016
JACKMAN RIDGE	217193	33	Wines, spirits and liqueurs	Registered – renewal date 26/03/2013
LINDAUER	137876	33	Wines and other alcoholic beverages in this class	Registered – renewal date 9/07/2016
LINDAUER	206896	33	Wines, spirits and liqueurs	Registered – renewal date 14/12/2011
LINDAUER	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>PURE NEW ZEALAND GRAPE WINE AAC A.A. CORBAN</p> 	21542	33	Wine	Registered – renewal date 17/07/2018
SAINTS	644920	33	Wines, spirits and liqueurs	Registered – renewal date 05/09/2018
TIMARA	206894	33	Wines, spirits and liqueurs	Registered – renewal date 14/12/2011
<p>VERDE Label</p> 	781271	33	Wines, sparkling wines and alcoholic beverages containing wine	Registered – renewal date 13/12/2017
<p>VERDE Label</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
CORBANS	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
BENSEN BLOCK	1028635	33	Wines, spirits and liqueurs	Registered – renewal date 8/11/2014
CORBANS HOMESTEAD	1053255	33	Wines spirits, liqueurs	Registered – renewal date 02/05/2015
	A272108	33	Wines, spirits and liqueurs	Registered – renewal date 07/09/2018
LINDAUER	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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BENSEN BLOCK	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
CORBANS	553219	33	Wines	Registered – renewal date 01/11/2016
LINDAUER	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
BENSEN BLOCK	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
BENSEN BLOCK	4853021	33	Wines, spirits (beverages), liqueurs, cocktails; alcoholic drinks (except beer)	Registered – renewal date 1/04/2015
LINDAUER	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