

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													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Pernod Ricard New Zealand Limited</td> <td></td> <td>12/01/2011</td> <td>COMPANY: NEW ZEALAND</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Pernod Ricard New Zealand Limited		12/01/2011	COMPANY: NEW ZEALAND		
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<table border="1"> <tr> <td>Name:</td> <td>Premium Wine Brands Pty Ltd</td> </tr> <tr> <td>Street Address:</td> <td>167 Fullarton Road</td> </tr> <tr> <td>City:</td> <td>Dulwich SA 5065</td> </tr> <tr> <td>State/Country:</td> <td>AUSTRALIA</td> </tr> <tr> <td>Entity Type:</td> <td>proprietary limited company (p/l or pty. ltd.): AUSTRALIA</td> </tr> </table>				Name:	Premium Wine Brands Pty Ltd	Street Address:	167 Fullarton Road	City:	Dulwich SA 5065	State/Country:	AUSTRALIA	Entity Type:	proprietary limited company (p/l or pty. ltd.): AUSTRALIA
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3291684</td> <td>ZED</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3291684	ZED				
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CORRESPONDENCE DATA													
<p>Fax Number: (202)942-5999 Phone: 212-715-1000 Email: TrademarkDocketing@aporter.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: John Maltbie; Arnold & Porter LLP Address Line 1: 399 Park Avenue Address Line 4: New York, NEW YORK 10022</p>													
ATTORNEY DOCKET NUMBER:	23186.001												
DOMESTIC REPRESENTATIVE													
<p>Name: Louis S. Ederer; Arnold & Porter LLP Address Line 1: 399 Park Avenue Address Line 4: New York, NEW YORK 10022</p>													

NAME OF SUBMITTER:	John Maltbie
Signature:	/John Maltbie/
Date:	02/10/2012
Total Attachments: 4 source=ZED - Trademark Assignment 12.1.2011#page1.tif source=ZED - Trademark Assignment 12.1.2011#page2.tif source=ZED - Trademark Assignment 12.1.2011#page3.tif source=ZED - Trademark Assignment 12.1.2011#page4.tif	

ASSIGNMENT OF TRADE MARKS

PARTIES:

1. **PERNOD RICARD NEW ZEALAND LIMITED**, (Company Number 86020) of 4 Viaduct Harbour Avenue, Auckland, New Zealand, 1010 ("**the Assignor**").
2. **PREMIUM WINE BRANDS PTY LTD**, (ABN 75 007 870 046) of 167 Fullarton Road, Dulwich, South Australia, 5065 ("**the Assignee**").

INTRODUCTION:

- A. The Assignor is the registered proprietor in New Zealand, Canada and the United States of America under the Trade Marks Act 2002 (NZ), the Trade-marks Act 1985 (Canada) and the Lanham (Trade mark) Act 1946 (US) of the **trade marks** set out in the Schedule (the "**Trade Marks**").
- B. The Assignor has agreed to assign and transmit its entire right, title and interest in and to the **Trade Marks** to the Assignee.

OPERATIVE CLAUSES:

Consideration and Assignment

1. In consideration for the payment of \$10.00 (GST exclusive), the Assignor assigns and transmits its entire right, title and interest in and to the **Trade Marks** to the Assignee.

Authorities

2. The Assignor agrees to do all acts as may be reasonably necessary to:
 - 2.1. enable the Assignee to apply for and obtain registration as the registered proprietor of the **Trade Marks**; and
 - 2.2. cancel or transfer (as applicable) the record of any authorised user's interest or any other party's recorded interest in the **Trade Marks**.

Stamp Duty

3. The Assignor agrees to provide the Assignee with all financial information to the extent that is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Agreement.

Warranty

4. The Assignor warrants that:
 - 4.1. it has absolute title to the **Trade Marks**;
 - 4.2. there are no outstanding encumbrances or other matters affecting its capacity to assign the **Trade Marks** to the Assignee; and
 - 4.3. the Assignor has no knowledge of prior use of the **Trade Marks** by any other person.

Indemnity

5. The Assignor indemnifies the Assignee against loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the Assignee in consequence of any breach of the Assignor (unknown to the Assignee) of the warranty in clause 4.

Undertakings

6. The Assignor undertakes not to do any act which would or might:
- 6.1. invalidate or put in dispute the Assignee's title to the **Trade Marks**;
 - 6.2. oppose any application for registration of the **Trade Marks**, or invalidate any registration of the **Trade Marks** in due course;
 - 6.3. support and application to remove the **Trade Marks** as Registered **Trade Marks**;
 - 6.4. cause any Registrar of **Trade Marks** to require a disclaimer of a monopoly in the **Trade Marks** or any part of it;
- nor assist any person directly or indirectly in these acts.

Governing law

7. This Agreement is governed by the law of the State of South Australia and the parties submit the jurisdiction of the courts of that State.

GST

8. In this section, all terms have the meaning give to them by the *Goods and Services Tax Act (1985)*, New Zealand.
9. The parties agree that all amounts payable under this Agreement are exclusive of any applicable GST.
10. In any Taxable Supply under this Agreement the Assignee must, subject to the Assignor providing the Recipient with a Tax Invoice, pay to the Assignor an additional amount on account of the GST payable in respect of the Taxable Supply within fourteen (14) days of receiving that Tax Invoice.
11. If the amount of GST liability of the Assignor under this Agreement differs from the amount of GST paid by the Assignor, because of the occurrence of an adjustment event, then the Assignor must issue an adjustment note to the Assignee within seven (7) days of the adjustment event. The amount of GST paid by the Assignee will be adjusted accordingly by a further payment by the Assignee to the Assignor, or by the Assignor to the Assignee, as the case requires, within seven (7) days of the Assignor issuing that adjustment note to the Assignee.

Charges

12. All stamps duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and must be paid by the Assignee.

Entire Agreement

13. This Agreement records the entire Agreement between the parties and replaces all representations, warranties or proposals not embodied herein.

Amendments

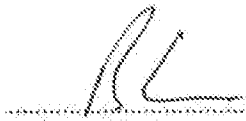
14. This Agreement may not be varied except in writing signed by all of the parties.

Severability

15. If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

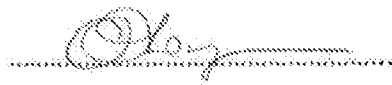
Executed as an Agreement on the 1 day of December 2011.

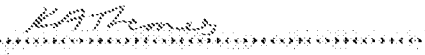
Signed by **PREMIUM WINE
BRANDS PTY LTD** by its
authorised representative in the
presence of:

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)
) 
.....


.....
Witness

SIGNED by **PERNOD RICARD**)
NEW ZEALAND by its authorised)
representative in the presence of:)

) 
.....


.....
Witness

SCHEDULE

Trade Marks: Zed (word mark)

Registration Number: TMA703053 (Canada)
736996 (New Zealand)
3291684 (United States of America)