

## 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
Crestview Pty. Ltd.		02/29/2012	COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	BICKFORD'S TRADING PTY LTD		
Street Address:	162 Cross Keys Road		
City:	Salisbury South SA		
State/Country:	AUSTRALIA		
Postal Code:	5106		
Entity Type:	COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3079072	BLACK WING	
Registration Number:	2839049	STEP RD	
CORRESPONDENCE DATA			
Fax Number:	(419)931-0003		
Phone:	419-931-0003 x152		
Email:	steve@bnip.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:	Stephen Nipper		
Address Line 1:	913 S. Allante Place		
Address Line 4:	Boise, IDAHO 83709-1612		
ATTORNEY DOCKET NUMBER:	1056-000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$65.00 3079072

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

NAME OF SUBMITTER:

Stephen M. Nipper

Signature:

/Stephen M. Nipper/

Date:

03/29/2012

**Total Attachments: 16**

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# Trade mark assignment

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Crestview Pty Ltd (Receivers and Managers Appointed)  
ACN 008 207 725  
**(Assignor)**

Peter Ivan Macks and Timothy James Clifton  
**(Receivers and Managers)**

Bickfords Trading Pty Ltd ACN 109 800 213  
**(Assignee)**

Vok Beverages Pty Ltd ACN 100 599 362  
**(Vok)**

MinterEllison

LAWYERS

# Trade mark assignment

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# Details

Date 29 February 2012

## Parties

REV AU/SA - Stamp Duty - April 19 040 349 833 0  
Rev/Not/D/P/R/A Bundle No: 126345732  
Orig/Copy \_\_\_\_\_ 6 copies  
Consideration/Value/Amount: \$ \_\_\_\_\_  
SA Proportion (if applicable): \$ \_\_\_\_\_  
SD: \$ \_\_\_\_\_ LTD Fees: \$ \_\_\_\_\_  
Int: \$ \_\_\_\_\_ Pen/Add Tax: \$ \_\_\_\_\_  
Signature: *[Signature]* Date: 29/2/2012

Name **Crestview Pty Ltd (Receivers and Managers Appointed)**  
ACN 008 207 725  
Short form name **Assignor**  
Notice details c/- PPB Advisory, Level 10, 26 Flinders Street, Adelaide SA 5000  
Attention: Peter Ivan Macks / Timothy James Clifton  
Facsimile: 08 8211 8922

Name **Peter Ivan Macks and Timothy James Clifton** in their capacity as joint and several receivers and managers of the Assignor  
Short form name **Receivers and Managers**  
Notice details c/- PPB Advisory, Level 10, 26 Flinders Street, Adelaide SA 5000  
Facsimile: 08 8211 8922

Name **Bickfords Trading Pty Ltd**  
ACN 109 800 213  
Short form name **Assignee**  
Notice details 162 Cross Keys Road, Salisbury South SA 5106

Name **Vok Beverages Pty Ltd**  
ACN 100 599 362  
Short form name **Vok**  
Notice details 162 Cross Keys Road, Salisbury South SA 5106

## Background

- A The Assignor is the registered proprietor of the trade marks referred to in the schedule (**Trade Marks**).
- B The Assignor, the Receivers and Managers and Vok have entered into an Asset Sale Agreement (**Asset Sale Agreement**) dated 15 February 2012 transferring various assets, including the Trade Marks, from the Assignor to Vok and/or nominee.
- C The Assignee has been nominated to take ownership of the Trade Marks.
- D The Assignor has agreed to assign the Trade Marks to the Assignee on the terms and conditions set out in this deed.

# Agreed terms

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## 1. Defined terms & interpretation

### 1.1 Defined terms

In this deed:

**GST** means GST within the meaning of *A New Tax System (Goods and Services Tax) Act 1999*.

**Trade Marks** means the trade marks referred to in the Schedule.

### 1.2 Interpretation

The following rules apply unless the context requires otherwise:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (c) a reference to an agreement or document (including, without limitation, a reference to this deed) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this deed or that other agreement or document;
- (d) a reference to a party in this deed or another deed or document includes the parties' successors and permitted substitutes or assigns (and, where applicable, the parties' legal personal representatives);
- (e) a reference to two or more people means each of them individually and all of them jointly;
- (f) if a party comprises two or more people then a right given to that party is given to each of them individually;
- (g) a word or phrase defined in the Corporations Act 2001 has the meaning given to it by that Act unless the context otherwise requires.

### 1.3 Illegality

If any provision contained in this deed is ineffective, void, voidable, illegal or unenforceable or, if this deed would, if a particular provision were not omitted, be ineffective, void, voidable, illegal or unenforceable that provision shall (without in any way affecting the effectiveness, validity, legality, and enforceability of the remainder of the deed) be severable and this deed shall be read and construed and take effect for all purposes as if that provision were not contained in it.

## 2. Assignment

### 2.1 Assignment of trade mark rights

The Assignor assigns to the Assignee all its rights in the Trade Marks.

### 2.2 Assignment of rights to take legal action

The assignment in clause 2.1 includes a transfer of all the Assignor's rights to take legal action for trade mark infringement, passing off or a contravention of the *Competition and Consumer Act 2010* (Cth) (or equivalent State or Territory legislation) against any person who has used or uses any of the Trade Marks without the Assignor's consent.

### 3. Completion

At completion of the Asset Sale Agreement, the Assignor must deliver or cause to be delivered to the Assignee all original certificates of registration of the Trade Marks (if available).

### 4. Indemnity

The Assignee and Vok indemnify the Assignor and the Receivers and Managers against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred or awarded against the Assignee) that the Assignor or the Receivers and Managers may sustain or incur as a result, whether directly or indirectly:

- (a) of any breach of this deed by the Assignee, except to the extent caused or contributed to by the Assignor and/or the Receivers and Managers; and
- (b) of any claim by any person in relation to the Assignee's use of any of the Trade Marks in connection with any goods or services.

### 5. Further action

- (a) Each party must do all things necessary or desirable to give effect to this deed.
- (b) The Assignee is solely responsible for effecting the transfer of the Trade Marks in accordance with the requirements of the Trade Marks Act 1995 and any applicable legislation in any other jurisdiction, including by complying with any requirement of IP Australia to complete the transfer and for the sake of clarity the Assignor agrees to execute all such documents and do all such things as may be necessary, proper or desirable to enable the Assignee to effect the transfer of the Trade Marks.
- (c) The Assignor undertakes not to do any act, or assist any other person directly or indirectly to do any act, which would or may invalidate or result in a challenge to the Assignee's title to or registration of the Trade Marks.

### 6. Receivership provisions

- (a) The Assignee acknowledges that it is aware that the Assignor is assigning Trade Marks whilst in receivership under the administration of the Receivers and Managers.
- (b) The Assignee expressly acknowledges and covenants with the Receivers and Managers that the Receivers and Managers act as agents for the Assignor only for the purposes of this deed and that the Receivers and Managers have no personal liability to the Assignee in relation to any matter arising (whether directly or indirectly) out of or in relation to this deed or the events leading up to this deed and hereby releases the Receivers and Managers from any claim in relation to same.

### 7. No warranties or reliance

- (a) The Assignee acknowledges, covenants and agrees that:
  - (i) it has conducted its own independent investigation and analysis of the Trade Marks and all other information (if any) provided by or on behalf of the Assignor, the Receivers and Managers or any other person in its evaluation of the Trade Marks and the assignment thereof by the Assignor and, has formed its own opinion in respect of the said investigation and analysis;

- (ii) it has not relied on, or used, any information provided by or on behalf of the Assignor or the Receivers and Managers in its evaluation of the Trade Marks as a promise or forecast;
  - (iii) the Assignee is deemed to buy with full knowledge of the state and condition of the Trade Marks and that no warranty, condition, description or representation as to the state or quality of the Trade Marks or any of them or the fitness or the suitability of the Trade Marks or any of them for any purpose whatsoever is given or implied by or from this deed nor is it to be implied from anything said done or implied prior to this deed and all or any statutory (to the extent permitted by law) or other warranties, conditions, descriptions or representations expressed or implied as to the state or quality of the Trade Marks or any of them or of the fitness or suitability of the Trade Marks for any purpose whatsoever are hereby expressly excluded; and
  - (iv) the consideration payable for the assignment of the Trade Marks is fixed and will not be adjusted by reason of any of the matters referred to in this clause 7.
- (b) Without in any way limiting clause 7(a), the Assignee expressly acknowledges and agrees that neither the Assignor nor the Receivers and Managers make or have made any express or implied warranty in relation to the validity, enforceability, title to or non-infringement of the Trade Marks.

## 8. Costs

The parties shall bear their own costs of and in relation to the negotiation and preparation of this deed and any related documents required for the purposes of this deed provided that the Assignee shall pay all stamp duty, government registration fees and taxes payable hereon or on any related documents.

## 9. Goods and Services Tax

### 9.1 General GST provisions

- (a) Unless specifically described in this deed as 'GST inclusive', the consideration to be paid or provided for a supply made under or in connection with this deed does not include any amount on account of GST.
- (b) Where any supply to be made by one party (**Supplier**) to the other party (**Recipient**) under or in connection with this deed is subject to GST (other than a supply the consideration for which is specifically described in this deed as 'GST inclusive'):
  - (i) the consideration payable or to be provided for that supply but for the application of this clause (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply (**GST Amount**); and
  - (ii) the Recipient must pay the GST Amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.
- (c) If any payment to be made to a party under or in connection with this deed is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 9.1(b).
- (d) If an adjustment event has occurred in respect of a taxable supply made under or in connection with this deed, any party that becomes aware of the occurrence of that



adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

- (e) Notwithstanding any other provision of this deed, the Recipient need not make any payment for a taxable supply made under or in connection with this deed until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.

## 9.2 Other provisions

- (a) In this clause 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) A word or expression used in this clause which is defined in the GST Act has the same meaning in this clause.
- (c) This clause shall survive any termination of this deed by either party.

## 10. Counterparts


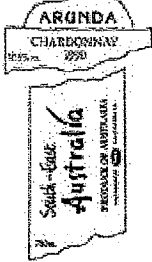

This deed may be executed in counterparts. All executed counterparts constitute one document.

## 11. Governing Law

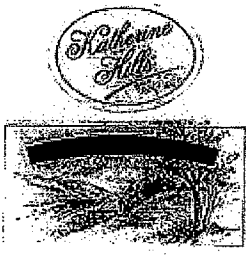
This deed shall be governed and construed in accordance with the laws of the State of South Australia and the parties will submit to the non-exclusive jurisdiction of the Court of South Australia.

# Schedule

## 1. Trade Marks – Australia

	Trade Mark No	Trade Mark	Owner	Classes	Status
1	573636		Crestview Pty Ltd	33 – Wine	<p>No exclusive right to the use of the word Beresford.</p> <p>Renewal due 04/03/2019</p>
2	573638		Crestview Pty Ltd	33 – Wine	<p>No exclusive use of the words South-East Australia. Goods must be made in Australia. Use of the word Chardonnay to be interchanged with other varieties.</p> <p>Renewal due 04/03/2019</p>
3	679192		Crestview Pty Ltd	33 – Wines in respect of which use of the name South Eastern Australia a) is permitted by law and b) is not likely to cause confusion; spirits; liqueurs	<p>GI terms contained in trade mark – use must be in accordance with the Australian Wine and Brandy Corporation</p>

**TRADEMARK**

	Trade Mark No	Trade Mark	Owner	Classes	Status
					Act 1980.  Renewal Due 27/11/2015
4	679196		Crestview Pty Ltd	33 – Wines in respect of which use of the name South Eastern Australia a) is permitted by law and b) is not likely to cause confusion; liqueurs; spirits	GI terms contained in trade mark – use must be in accordance with the Australian Wine and Brandy Corporation Act 1980.  Renewal Due 27/11/2015
5	740039	HIDDEN VALE WINES	Crestview Pty Ltd	33 – Wines, sparkling wines, ports, brandy, spirits and liqueurs, all the aforementioned being alcoholic beverages and being made solely or principally from grapes.	Renewal Due 25/07/2017
6	777733	ST YVETTE	Crestview Pty Ltd	33 – Wines	Renewal Due 10/11/2018
7	777734	HIGHWOOD	Crestview Pty Ltd	33 – Wines	Renewal Due 10/11/2018
8	777736	BEACON HILL	Crestview Pty Ltd	33 – Wines	Renewal Due 10/11/2018

**TRADEMARK**

	Trade Mark No	Trade Mark	Owner	Classes	Status
9	777737	ECHO POINT	Crestview Pty Ltd	33 – Wines	Renewal Due 10/11/2018
10	777739	CRESTVIEW	Crestview Pty Ltd	33 - Wines	Renewal Due 10/11/2018
11	777867	CRYSTAL BROOK	Crestview Pty Ltd	33 – Still white and red table wines	Renewal Due 11/11/2018
12	791004	ST ALINE	Crestview Pty Ltd	33 – Wines	Renewal Due 13/04/2019
13	793104	ST CÉCILE	Crestview Pty Ltd	33 – Wines	Renewal Due 05/05/2019
14	793105	ST MONIQUE	Crestview Pty Ltd	33 – Wines	Renewal Due 05/05/2019
15	880261	RED PADDOCK	Crestview Pty Ltd	33 – Wines	Renewal Due 25/06/2011  This trade mark can not be used to bring infringement action on another party unless renewed.  Renewal is still possible until 25/12/11, subject to payment of renewal

**TRADEMARK**

	Trade Mark No	Trade Mark	Owner	Classes	Status
					(\$300) and extension fees (\$100 per month late).
16	904440	STEP BROTHER	Crestview Pty Ltd	33 – Wines	Renewal Due 22/02/2012
17	904441	STEP SISTER	Crestview Pty Ltd	33 – Wines	Renewal Due 22/02/2012
18	904442	STEP MOTHER	Crestview Pty Ltd	33 – Wines	Renewal Due 22/02/2012
19	904443	STEP FATHER	Crestview Pty Ltd	33 – Wines	Renewal Due 22/02/2012
20	910241	TRIG POINT	Crestview Pty Ltd	33 – Wines, spirits, liqueurs	Renewal Due 19/04/2012
21	910242	STILE	Crestview Pty Ltd	33 – Wines, spirits, liqueurs	Renewal Due 19/04/2012
22	913980	FIRECRAB	Crestview Pty Ltd	33 – Wines, spirits, liqueurs	Renewal Due 21/05/2012
23	921836	KATHERINE HILLS	Crestview Pty Ltd	33 – Wines, spirits	Renewal Due 13/03/2020
24	951100	WOODEN MILE	Crestview Pty Ltd	33 – Alcoholic beverages excluding beer	Renewal Due 17/04/2013
25	951101	LONELY STUMP	Crestview Pty Ltd	33 - Alcoholic beverages excluding beer	Renewal Due 17/04/2013
26	1038005	BLACK WING	Crestview	33 – Wines, spirits and	Renewal Due

**TRADEMARK**

	Trade Mark No	Trade Mark	Owner	Classes	Status
			Pty Ltd	liqueurs	13/01/2015
27	1116682	CROSS RD	Crestview Pty Ltd	33 – Wines	Renewal Due 01/06/2016
28	1166215	HORNDALE	Crestview Pty Ltd	33 – Wine	Renewal Due 15/03/2017
29	1187574	STEP RD HAND CRAFTED WINES	Crestview Pty Ltd	33 – Wines, spirits and liqueurs	Renewal Due 17/07/2017
30	1292146	FIRST STEP	Crestview Pty Ltd	33 – Wine	Renewal Due 31/03/2019
31	1399170	STEP RD	Crestview Pty Ltd	33 – Wines	Renewal Due 10/12/2020

## 2. Trade Marks – Community Trade Mark (CTM) – European Union

	Trade Mark No	Trade Mark	Owner	Classes	Status
1	5788591	HORNDALE	Crestview Pty Ltd	33	Renewal Due 15/03/2017
2	4242319	BLACK WING	Crestview Pty Ltd	33	Renewal Due 17/01/2015
3	2683100	BERESFORD	Crestview Pty Ltd	33	Renewal Due 03/05/2012
4	2644151	STEP ROAD	Crestview Pty Ltd	33	Renewal Due 05/04/2012
5	2474591	RED PADDOCK	Crestview Pty Ltd	33	Renewal Due 23/11/2011  Note, renewal period expired. Late renewal is still possible until 23/05/2012

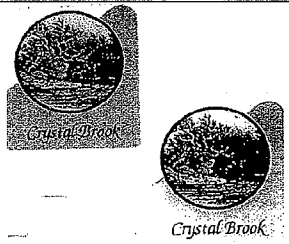
**TRADEMARK**

					with late fees.
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**3. Trade Marks – United States of America**

	Trade Mark No	Trade Mark	Owner	Classes	Status
1	3079072	BLACK WING	Crestview Pty Ltd	33	Renewal Due 11/04/2016 Statement of use due between 11/04/2011 and 11/04/2012
2	2839049	STEP RD	Crestview Pty Ltd	33	Renewal Due 04/05/2014 Statement of use due between 04/05/2013 and 04/05/2014

**4. Trade Marks – United Kingdom**

	Trade Mark No	Trade Mark	Owner	Classes	Status
1	2100088	 <p>Series: Colour and Black and White</p>	Crestview Pty Ltd	33	The applicant claims the colours red, yellow, blue, green, brown, aubergine, as depicted in the coloured representation on the form of application, as an element of the first mark of the series.  Renewal Due 14/05/2016

2	2241908	KATHERINE HILLS	Crestview Pty Ltd	33	Renewal Due 08/08/2020
3	2303077	FIRST STEP	Crestview Pty Ltd	33	Renewal Due 17/06/2012
4	2321832	TRIG POINT	Crestview Pty Ltd	33	Renewal Due 25/01/2013
5	2330332	WOODEN MILE	Crestview Pty Ltd	33	Renewal Due 25/04/2013
6	2423394	CROOKED ROAD	Crestview Pty Ltd	33	Renewal Due 02/06/2016

**TRADEMARK**



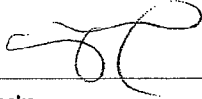
# Signing page

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EXECUTED as a deed.

## Assignor

Executed by Crestview Pty Ltd ACN 008 207  
725 (Receivers and Managers Appointed)



Name: Peter Ivan Macks  
Joint and Several Receiver and Manager  
Crestview Pty Ltd (Receivers and Managers  
Appointed)

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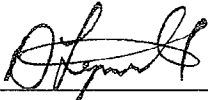


Name: Timothy James Clifton  
Joint and Several Receiver and Manager  
Crestview Pty Ltd (Receivers and Managers  
Appointed)

←

## Receivers and Managers

Signed by the said Peter Ivan Macks in the  
presence of



Signature of witness

←



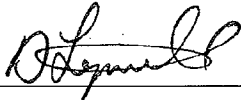
Peter Ivan Macks

←

Daniel Lopresti

Name of witness (print)

Signed by the said Timothy James Clifton in  
the presence of



Signature of witness

←



Timothy James Clifton

←

Daniel Lopresti

Name of witness (print)

## Assignee

Executed by Bickford's Trading Pty Ltd  
ACN 109 800 213 pursuant to section 127 of  
the Corporations Act 2001



Signature of sole director and sole company secretary

←

who states that he or she is the sole director and the sole  
company secretary of the company.

Angelo Kotsoes

Name of sole director and sole company secretary (print)

TRADEMARK

Vok

Executed by Vok Beverages Pty Ltd  
ACN 100 599 362 pursuant to section 127 of  
the *Corporations Act 2001*

A. Kotses ←

Signature of sole director and sole company secretary

who states that he or she is the sole director and the sole  
company secretary of the company.

Angelo Kotses.

Name of sole director and sole company secretary (print)

TRADEMARK