

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
Moncellier Wine Company Limited		11/21/2011	Limited Company: NEW ZEALAND

**RECEIVING PARTY DATA**

Name:	Treasury Wine Estates (Matua) Limited
Street Address:	Waikoukou Road
Internal Address:	Waimauku, 1250
City:	Washington
State/Country:	NEW ZEALAND
Entity Type:	Limited Company: NEW ZEALAND

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3549163	MONCELLIER
Registration Number:	3933353	

**CORRESPONDENCE DATA**

Fax Number: 2023314308  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2026637484  
 Email: tm@sughrue.com, mwhite@sughrue.com  
 Correspondent Name: Gary D. Krugman, Sughrue Mion, PLLC  
 Address Line 1: 2100 Pennsylvania Avenue NW  
 Address Line 2: Suite 800  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	S16018 (ASSIGNMENT)
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DOMESTIC REPRESENTATIVE

OP \$65.00 3549163

Name: Gary D. Krugman, Sughrue Mion, PLLC  
Address Line 1: 2100 Pennsylvania Avenue NW  
Address Line 2: Suite 800  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:	Gary D. Krugman
Signature:	/Gary D. Krugman/
Date:	04/30/2012

**Total Attachments: 8**

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Confirmation of Assignment of  
Trade Mark Registrations and  
Applications

Moncellier Wine Company Limited

Treasury Wine Estates (Matua) Limited



# Confirmation of Assignment of Trade Mark Applications and Registrations

Allens Arthur Robinson



<b>Effective Date</b>	21 November 2011
<b>Parties</b>	<ol style="list-style-type: none"><li>1. <b>Moncellier Wine Company Limited</b> (1974676) registered NZ Limited Company of 903 Beach Road, Waiake, Auckland, 0742, New Zealand (the <i>Assignor</i>)</li><li>2. <b>Treasury Wine Estates (Matua) Limited</b> (266340) Registered NZ Limited Company of Waikoukou Road, Waimauku, 1250, Auckland, New Zealand (the <i>Assignee</i>)</li></ol>
<b>Recitals</b>	<p>A The Assignor is the registered proprietor of the trade mark registrations described in schedule 1 (the <i>Registrations</i>).</p> <p>B The Assignor is the proprietor of and applicant seeking registration of the trade mark applications described in schedule 2 (the <i>Applications</i>).</p> <p>C The Assignor has agreed to assign to the Assignee its entire right, title and interest in and to the Applications and the Registrations, on the terms and conditions contained in this Agreement.</p>

It is agreed as follows.

## 1. Assignment

In consideration of the payment of the Purchase Price under the letter agreement between the Assignor and the Assignee (receipt of which is acknowledged) and for other good and valuable consideration, the Assignor has assigned to the Assignee and beneficial owner:

- (a) all its right, title and interest in and to the Applications (including any registrations arising in relation to the Applications) and the Registrations;
- (b) the right to lodge and prosecute further applications to register any of the trade marks the subject of any of the Applications or Registrations in respect of any of the goods covered by the relevant Applications and Registrations (the *Further Applications*);
- (c) the right to prosecute and obtain registration of the Applications and any Further Applications;
- (d) the right to change the address for service for the Registrations and the Applications; and
- (e) all its right to institute and maintain proceedings for trade mark infringement against any person who before, on or after the date of this Agreement infringes rights given by the Registrations or by any registrations arising in relation to the Applications or any Further Applications.

# Confirmation of Assignment of Trade Mark Applications and Registrations

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## 2. Forms

The Assignor must at the request of the Assignee:

- (a) execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be required for absolutely vesting all its right, title and interest in and to the Applications and the Registrations (and any Further Applications and any registrations arising from them) in the Assignee; and
- (b) at the expense of the Assignee, execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be required for procuring the registration of the Applications and any Further Applications.

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## 3. Proceedings

The Assignor must, at the expense of the Assignee, render the Assignee such reasonable assistance as may be reasonably necessary in any proceedings involving any of the Registrations, the Applications or any Further Applications (or any registrations arising from them) or any of the trade marks the subject of any of those applications or registrations.

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## 4. Governing Law and Jurisdiction

This Agreement is governed by the laws of New Zealand. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to claim that these courts are an inconvenient forum.

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## 5. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Confirmation of Assignment of Trade Mark  
Applications and Registrations

Allens Arthur Robinson 

Schedule 1

Australian Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER	33	1199883
KEYRING WITH 6 KEYS device	33	1283710

Canadian Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER	33	TMA805302
KEYRING WITH 6 KEYS device	33	TMA805312

Chinese Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER & Device	33	7700723
KEYRING WITH 6 KEYS device	33	7700724
MONCELLIER	33	7700725

European Union Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER & Device	33	007592991
KEYRING WITH 6 KEYS	33	008548059

# Confirmation of Assignment of Trade Mark Applications and Registrations

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device		
MONCELLIER	33	008548083

## Hong Kong Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER	33	301426167
KEYRING WITH 6 KEYS device	33	301426176
MONCELLIER & device	33	301426185

## Indian Trade Mark Registration

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Mark	Class	Registration No
MONCELLIER	33	1862420

## Japanese Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER	33	5311631
KEYRING WITH 6 KEYS device	33	5311632
MONCELLIER & Device	33	5311633

## New Zealand Trade Mark Registrations

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Mark	Class	Registration No
MONCELLIER	33	776228
MONCELLIER & Device	33	812746
KEYRING WITH 6 KEYS device	33	802130

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**United States Trade Mark Registrations**

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Mark	Class	Registration No
MONCELLIER	33	3549163
KEYRING WITH 6 KEYS device	33	3933353



Confirmation of Assignment of Trade Mark  
Applications and Registrations

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Schedule 2

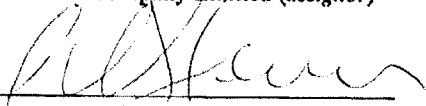
Indian Trade Mark Applications

Mark	Class	Application No
MONCELLIER & device	33	1862418
KEYRING WITH 6 KEYS device	33	1862419

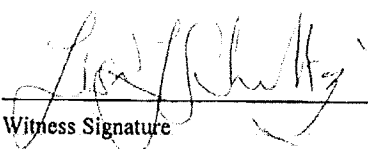
Confirmation of Assignment of Trade Mark  
Applications and Registrations

Allens Arthur Robinson 

Signed for and on behalf of  
Moncellier Wine Company Limited (*assignor*)  
by:

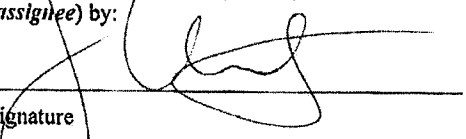
  
\_\_\_\_\_  
Signature

Moncellier Wine Company Limited  
\_\_\_\_\_  
Print Name


  
\_\_\_\_\_  
Witness Signature

LISA SCHMITZ  
\_\_\_\_\_  
Print Name

Signed for and on behalf of  
Treasury Wine Estates (Matua) Limited  
(*assignee*) by:

  
\_\_\_\_\_  
Signature

SAMUEL J GLAETZER  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Signature

HAYLEY M. MOORE  
\_\_\_\_\_  
Print Name

