

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
CONSTELLATION WINES U.S., INC.		05/31/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	ACCOLADE WINES LIMITED
Street Address:	OLD PORTSMOUTH ROAD
Internal Address:	ACCOLADE HOUSE, THE GUILDWAY
City:	GUILDFORD, SURREY
State/Country:	UNITED KINGDOM
Postal Code:	GU31LR
Entity Type:	private limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3172052	ECHO FALLS

CORRESPONDENCE DATA

Fax Number: 9087257088
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 9087225640
 Email: officeactions@br-tmlaw.com
 Correspondent Name: Stephen L. Baker
 Address Line 1: 575 Route 28
 Address Line 4: Raritan, NEW JERSEY 08869

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

OP \$40.00 3172052

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Stephen L. Baker

Signature:

/Stephen L. Baker/

Date:

08/15/2012

Total Attachments: 6

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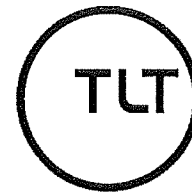
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Assignment of Intellectual Property Rights

- (1) Constellation Wines U.S., Inc.
- (2) Accolade Wines Limited

Dated 31 *March* 2012

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Bristol BS1 6TP
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This agreement is made the 31st day of May 2012

Between:

- (1) **Constellation Wines U.S., Inc.** incorporated in the state of New York and whose registered office is at 235 N. Bloomfield Road, Canandaigua, New York, 14424, United States of America (**Assignor**)
- (2) **Accolade Wines Limited** a company registered in England and Wales with registered number 00137407 whose registered address is at Accolade House, The Guildway, Old Portsmouth Road, Guildford, Surrey, GU3 1LR, United Kingdom (**Assignee**)

Background:

- (A) The Assignor owns the Intellectual Property Rights in the Marks (as defined below).
- (B) The Assignor has agreed to assign to the Assignee absolutely all title to the Intellectual Property Rights in the Marks and the terms of this agreement.

It is agreed as follows:

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Marks the trade marks set out in Schedule 1.

Intellectual Property Rights patents, rights to inventions, copyright and related rights, trade marks and services marks, unregistered trade mark, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world

2 Assignment

- 2.1 In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all right, title and interest including (but not limited to) any Intellectual Property Rights in and to the Marks, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Marks; and

2.1.2 all goodwill attaching to the Marks and in respect of the business relating to the goods or services in respect of which the Marks are registered or used;

- 2.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any Infringement, or any other cause of action arising from ownership, of any of the Marks whether occurring before, on, or after the date of this agreement.

3 Miscellaneous

- 3.1** This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever (whether or not in writing) between the parties in connection with the subject matter of this Agreement.
- 3.2** Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.
- 3.3** Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 3.4** No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of Constellation Wines U.S., Inc and Accolade Wines Limited.
- 3.5** If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 3.6** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing any such counterpart.
- 3.7** Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 3.8** This Agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with this Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the non exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1

Marks

Registered trade marks

Country	Mark	Application or registration number	Date of filing	Class(es)
Community Trade Mark	JACK RABBIT	E3894912	21/06/2004	21, 33, 41
Community Trade Mark	ECHO FALLS	E3667491	17/02/2004	21, 33, 41
US	ECHO FALLS	3172052	28/01/2004	33
Canada	ECHO FALLS	1462560	11/12/2009	33

Signed by *RONAN C. FONDUCIA*
duly authorised representative on
behalf of Constellation Wines U.S., Inc.

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Signed by *JAMES LAUSDA*
duly authorised representative on
behalf of Accolade Wines Limited

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