

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Zealand Vineyard Estates and Wines Limited		04/01/2014	COMPANY: NEW ZEALAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accolade Wines New Zealand Limited		
<b>Street Address:</b>	Level 35, 23 Albert Street		
<b>City:</b>	Auckland		
<b>State/Country:</b>	NEW ZEALAND		
<b>Postal Code:</b>	1040		
<b>Entity Type:</b>	COMPANY: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3039379	MARLBOROUGH MUD HOUSE WINES NEW ZEALAND	
<b>Registration Number:</b>	3816048	DUSKY SOUNDS	
<b>Registration Number:</b>	4028435	MUD HOUSE	
<b>Registration Number:</b>	4136653	MH	
<b>Registration Number:</b>	4323135	SKYLEAF	
<b>Registration Number:</b>	4241569		
<b>Serial Number:</b>	85857492	EON	
<b>Serial Number:</b>	86212375	WAIPARA HILLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7072556876		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7072527122		
<b>Email:</b>	tmdept@dpf-law.com		
<b>Correspondent Name:</b>	J. Scott Gerien		
<b>Address Line 1:</b>	1455 First Street, Suite 301		
<b>Address Line 4:</b>	Napa, CALIFORNIA 94559		
<b>ATTORNEY DOCKET NUMBER:</b>	ACCOLADE WINES NEW ZEALAN		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$215.00 3039379

<b>Name:</b>	J. Scott Gerien
<b>Address Line 1:</b>	1455 First Street, Suite 301
<b>Address Line 4:</b>	Napa, CALIFORNIA 94559
<b>NAME OF SUBMITTER:</b>	J. Scott Gerien
<b>SIGNATURE:</b>	/J. Scott Gerien/
<b>DATE SIGNED:</b>	06/04/2014
<b>Total Attachments: 8</b> source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page1.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page2.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page3.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page4.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page5.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page6.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page7.tif source=TM Assignment Deed - United States - Executed 1 4 14(22886532_1)#page8.tif	

# **Deed of Assignment of Trade Marks (United States of America)**

**New Zealand Vineyard Estates and Wines Limited**

**Accolade Wines New Zealand Limited**

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Date 1 April 2014

**Parties** New Zealand Vineyard Estates and Wines Limited, New Zealand Company  
No. 1877717 of 18 Liverpool Street, Rd 4, Blenheim, 7274, New Zealand  
(the *Assignor*)

Accolade Wines New Zealand Limited, New Zealand Company No. 4661159  
of Level 35, 23 Albert Street, Auckland, 1040, New Zealand  
(the *Assignee*)

## Recitals

The Assignee is a party to a Sale and Purchase Agreement dated 4 November 2013 (the *Sale and Purchase Agreement*) pursuant to which, among other things, the Assignee in the capacity of Purchaser thereunder will purchase from the vendor named therein (the *Vendor*) the Wine Portfolio Assets.

The Assignor is the applicant or registered owner of the Trade Marks.

Pursuant to the Sale and Purchase Agreement, the Assignor wishes to assign the Trade Marks to the Assignee, on the terms and conditions of this Deed.

## Operative provisions

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### 1 Definitions

In this Deed, unless the context requires another meaning:

*Completion Date* means the date of this Deed.

*Encumbrances* has the same meaning as in the Sale and Purchase Agreement.

*Territory* means worldwide.

*Trade Marks* means the trade mark applications and registrations referred to in Annexure 1.

*Wine Portfolio Assets* has the same meaning as in the Sale and Purchase Agreement.

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### 2 Assignment

2.1 The Assignor assigns to the Assignee, absolutely, free from any Encumbrances, all of its rights and interests in the Trade Marks from the Completion Date, together with the goodwill of the business symbolised by the Trade Marks.

#### Nature of assignment

2.2 The assignment the subject of clause 2.1 includes, without limitation, the right to take action and obtain relief, including in relation to infringements occurring on or before the date of this Deed, and the benefit of any prior claims in relation to the Trade Marks.

- 2.3 The assignment the subject of clause 2.1 includes, without limitation, the right to seek registration for the Trade Marks in the Territory.

**Copyright**

- 2.4 The Assignor assigns to the Assignee all of its interest in the copyright in the Trade Marks in the Territory for the balance of the term of copyright and where applicable any extension of the term of copyright.

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**3 General provisions**

**Further assurances**

- 3.1 At the request and sole cost of the Assignee, the Assignor will:
- (1) do everything reasonably in its power to assist the Assignee in the defence of any proceedings by way of opposition to, and to overcome any other objection to, the registration of any of the Trade Marks; and
  - (2) promptly do, or arrange for others to do, everything reasonably necessary or desirable to give full effect to this Deed including, without limitation, deposing to or swearing any declaration or oath.

**Counterparts**

- 3.2 This Deed may be executed in counterparts, all of which shall be considered one and the same deed and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party. This Deed may be executed and delivered by facsimile transmission or electronic transmission, and a facsimile or electronic transmission of this Deed or of a signature of a Party will be effective as an original.

**Delivery**

- 3.3 Without limiting any other mode of delivery, this Deed will be delivered by each of the parties to this Deed on the earlier of:
- (1) physical delivery of an original of this Deed, executed by that party, into the custody of the other party or its solicitors;
  - (2) transmission by that party, its solicitors or any other person authorised in writing by that party of a facsimile, photocopied or scanned copy of an original of this Deed, executed by that party, to the other party or its solicitors.

**Governing Law**

- 3.4 This Deed is governed by the law of New Zealand. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the New Zealand courts.

Execution

Executed as a Deed:

Signed by New Zealand Vineyard Estates  
and Wines Limited

  
Director

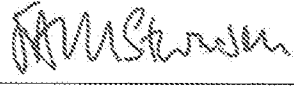
  
Director

James Williams  
Print name

NEIL CHARLES JONES  
Print name

Signed by Accolade Wines New Zealand  
Limited

in the presence of:

  
Director

  
Patrick George Lilly  
Solicitor  
Auckland

Jeremy Stevenson  
Print name

Print name



Occupation:



Address:

**Annexure 1 – Trade Marks**



United States Trade Marks

MARK	OFFICIAL NO.	CLASS	GOODS & SERVICES	STATUS	LISTED PROPRIETOR
	3039379	33	Alcoholic beverages, namely wines.	Registered	New Zealand Vineyard Estates And Wines Limited
DUSKY SOUNDS	3816048	33	Wines.	Registered	New Zealand Vineyard Estates And Wines Limited
MUD HOUSE	4028435	33	Alcoholic beverages, except beers; wines.	Registered	New Zealand Vineyard Estates and Wines Limited
	4136653	33	Alcoholic beverages, except beers; wines.	Registered	New Zealand Vineyard Estates and Wines Limited

MARK	OFFICIAL NO.	CLASS	GOODS & SERVICES	STATUS	LISTED PROPRIETOR
SKYLEAF	4323135	33	Wines.	Registered	New Zealand Vineyard Estates and Wines Limited
	4241569	33	Alcoholic beverages except beers; wines	Registered	New Zealand Vineyard Estates and Wines Limited
EON	86857492	33	Alcoholic beverages, except beers; wines.	Under Examination	New Zealand Vineyard Estates and Wines Limited
	86212375	33	Alcoholic beverages except beer; wines	Pending	New Zealand Vineyard Estates and Wines Limited