

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HARVEY FRESH (1994) LTD		03/31/2014	CORPORATION: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HARVEY RIVER ESTATE PTY LTD		
<b>Street Address:</b>	1318 Hay Street		
<b>City:</b>	West Perth		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	6005		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3304666	FISHBONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303769646		
<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>	330-376-1242		
<b>Email:</b>	rlskoglund@rennerkenner.com		
<b>Correspondent Name:</b>	Rodney L. Skoglund		
<b>Address Line 1:</b>	106 South Main Street		
<b>Address Line 2:</b>	First National Tower, Suite 400		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>ATTORNEY DOCKET NUMBER:</b>	WRA.T.US0001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Rodney L. Skoglund		
<b>Address Line 1:</b>	106 South Main Street		
<b>Address Line 2:</b>	First National Tower, Suite 400		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>NAME OF SUBMITTER:</b>	Rodney L. Skoglund		
<b>SIGNATURE:</b>	/Rodney L. Skoglund/		

OP \$40.00 3304666

**DATE SIGNED:**

12/10/2014

**Total Attachments: 10**

source=026 winery trade mark assignment deed - 31 03 14#page1.tif  
source=026 winery trade mark assignment deed - 31 03 14#page2.tif  
source=026 winery trade mark assignment deed - 31 03 14#page3.tif  
source=026 winery trade mark assignment deed - 31 03 14#page4.tif  
source=026 winery trade mark assignment deed - 31 03 14#page5.tif  
source=026 winery trade mark assignment deed - 31 03 14#page6.tif  
source=026 winery trade mark assignment deed - 31 03 14#page7.tif  
source=026 winery trade mark assignment deed - 31 03 14#page8.tif  
source=026 winery trade mark assignment deed - 31 03 14#page9.tif  
source=026 winery trade mark assignment deed - 31 03 14#page10.tif

WINERY

**TRADE  
MARK  
ASSIGNMENT  
DEED**

HARVEY FRESH (1994) LTD

HARVEY RIVER ESTATE PTY LTD

### Table of Contents

1 Definitions and Interpretation ..... 3

2 Assignment of the Trade Mark ..... 4

3 Further action ..... 4

4 General ..... 5

Schedule 1 – Trade Marks ..... 7

**This Trade Mark Assignment Deed**

is made between the following parties on the latest date appearing on the execution page:

- (1) **Harvey Fresh (1994) Ltd**  
ACN 065 591 219 / ABN 15 065 591 219  
1318 Hay Street, West Perth WA 6005  
(Assignor)
- (2) **Harvey River Estate Pty Ltd**  
ACN 167 608 951 / ABN 65 167 608 951  
1318 Hay Street, West Perth WA 6005  
(Assignee)

**Background**

- A The Assignor is the owner of the Trade Marks.
- B The Assignor wishes to assign the Trade Marks to the Assignee and the Assignee accepts the assignment on the terms and conditions of this Deed.

**The parties agree****1 Definitions and Interpretation****1.1 Definitions**

**Trade Marks** means the trade marks set out in the schedule to this Deed.

**Related Bodies Corporate** has the same meaning given to *related body corporate* in the *Corporations Act 2011* (Cth).

**1.2 Interpretation**

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) other grammatical forms of a defined word or expression have a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of or schedule or annexure to this deed and a reference to this deed includes any schedule and annexure;
- (d) a reference to a document or agreement, includes the document or agreement as novated, altered, supplemented or replaced from time to time;
- (e) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (f) a reference to a person includes a natural person, partnership, firm, body corporate, trust, joint venture, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (j) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2 Assignment of the Trade Mark

The Assignor assigns to the Assignee all its rights, title and interest in and to the Trade Marks, together with all goodwill attaching to them, free from all Encumbrances and including (without prejudice to the generality of the foregoing):

- (a) the right to apply for and obtain entry of the Assignee's name in the registers of the Australian Trade Mark Office, as being the sole owner of the Trade Marks;
- (b) the benefit of the Trade Marks;
- (c) all rights (including intellectual property rights), powers and immunities connected with the Trade Marks, including the right to sue for damages and other remedies in respect of infringement of the Trade Marks or other acts within the scope of its protection whether occurring before or after the date of this Deed; and
- (d) the goodwill relating to the goods and services in respect of the Trade Marks.

## 3 Further action

### 3.1 Assignor's further assurance

The Assignor agrees, at the cost and expense of the Assignee, to sign any trade mark assignment form or document required by the bodies who administer the registers of trade marks in the following jurisdictions to register the assignment of ownership of the Trade Marks which are registered in their respective jurisdictions pursuant to this Deed, provided the Assignee provides the form or document to the Assignor for signing within 30 days of the date of this Deed:

- (a) Hong Kong
- (b) India
- (c) Japan
- (d) China
- (e) New Zealand
- (f) Singapore
- (g) United Kingdom
- (h) United States of America;
- (i) European Union;

- (j) Sweden; and
- (k) International Bureau of the World Intellectual Property Organization (Madrid Protocol).

### **3.2 Costs**

Subject to clause 4.3, both the Assignor and the Assignee undertake to pay their own costs in respect of the execution of this Deed.

### **3.3 Stamp duty**

The Assignee undertakes to the Assignor to pay any stamp duty or other taxes of a similar nature (including fines, penalties and interest) in connection with this Deed or any transaction contemplated by this Deed.

## **4 General**

### **4.1 Alterations**

This Deed may be altered only in writing signed by each party.

### **4.2 Approvals and consents**

Except where this Deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.

### **4.3 Assignment**

A party may only assign this Deed or a right under this Deed with the prior written consent of each other party.

### **4.4 Counterparts**

This Deed may be executed in counterparts. All executed counterparts constitute one document. This Deed may be executed by either of the parties by duly executing a counterpart and forwarding a copy of the signed counterpart to the other party.

### **4.5 No merger**

Except where this Deed expressly states otherwise, the rights and obligations of the parties under this Deed do not merge on completion of any transaction contemplated by this Deed.

### **4.6 Further action**

Each party must do, at its own expense, everything reasonably necessary to give full effect to this Deed and the transactions contemplated by it (including executing documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

### **4.7 Severability**

If the whole or any part of a provision of this Deed is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of this Deed is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.

### **4.8 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**4.9 Relationship**

Except where this Deed expressly states otherwise, this Deed does not create a relationship of employment, trust, agency or partnership between the parties.

**4.10 Remedies cumulative**

The rights provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Deed.

**4.11 Governing law**

This Deed will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties, by entering into this Deed, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that state.

**4.12 Exercise of rights**

A party may exercise a right, at its discretion and separately or concurrently with another right.



**Schedule 1 – Trade Marks**

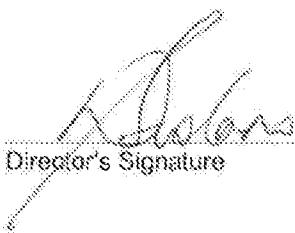
Seiler Ref	Trademark	Type of Mark	Country of Registration	Class	Official Registration Number	Registration Date
2	GOAT	Device	Australia	33	925653	03/09/2002
7	KI	Fancy word	Australia	33	1301094	22/05/2009
24	BILLY GOAT HILL ESTATE	Plain word	Australia	33	925687	03/09/2002
26	GRACI	Plain word	Australia	32,33	1364112	26/05/2010
28	GRASSTREE RIDGE	Plain word	Australia	33	881546	05/07/2001
29	HARVEY BRIDGE ESTATE	Plain word	Australia	32,33	819881	13/01/2000
31	HARVEY RIVER BRIDGE ESTATE	Plain word	Australia	32,33	819880	13/01/2000
32	HARVEY RIVER ESTATE	Plain word	Australia	32,33	941905	31/01/2003
33	H-ON THE FRINGE	Plain word	Australia	33	1042602	19/02/2005
34	JOSEPH RIVER	Plain word	Australia	32,33	820436	18/01/2000
35	LITTLE BUCK HILL	Plain word	Australia	33	1044360	02/05/2005
36	LOST BILLY ESTATE	Plain word	Australia	33	1044358	02/05/2005
37	MAGELLAN	Plain word	Australia	33	881101	02/07/2001
42	SCARLET RIDGE	Plain word	Australia	33	886720	22/08/2001
45	STONE GULLY	Plain word	Australia	33	849109	06/09/2000
49	YANGTZE JEWEL	Plain word	Australia	33	1245260	09/08/2008
50	YARGAZY RIVER	Plain word	Australia	33	1238097	01/05/2008
93	SEEKWINE	Fancy word	Australia	33,35	1466547	21/12/2011
95	RADIO	Fancy word	Australia	33	1470261	24/01/2012
96	SEVEN CREEKS	Fancy word	Australia	33	1470277	24/01/2012
98	RUSTY GATE	Fancy word	Australia	33	1470279	24/01/2012
99	TITLE	Fancy word	Australia	33	1470276	24/01/2012
100	MECHANICAL MAP	Plain word	Australia	33	1505432	03/08/2012
101	SECRET VOYAGE	Plain word	Australia	33	1505433	03/08/2012
102	WHITE ORE	Plain word	Australia	33	1505434	03/08/2012
103	SPOTTED FIELD	Plain word	Australia	33	1505435	03/08/2012
104	GREY ELK	Plain word	Australia	33	1536688	01/02/2013
105	FISHBONE	Plain word	Australia	33	980752	05/11/2003
106	FISHBONE	Composite	Australia	33	974399	15/10/2003
500	BILLY GOAT HILL ESTATE	Plain word	Canada	33	678697	04/01/2007
502	SCARLET RIDGE	Plain word	Canada	33	746296	26/08/2009
507	STONE GULLY	Plain word	China	33	5884752	07/12/2009
509	SCARLET RIDGE	Plain word	Hong Kong	33	301282977	05/02/2009
510	YANGTZE JEWEL	Plain word	Hong Kong	33	301184364	18/08/2008

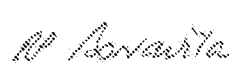
Seller Ref	Trademark	Type of Mark	Country of Registration	Class	Official Registration Number	Registration Date
511	CUT TO BOUNDARY	Plain word	India	33	1389366	30/09/2005
514	MIDDLE & LEG	Plain word	India	33	1389366	30/09/2005
515	OVER THE FENCE	Plain word	India	33	1389364	30/09/2005
516	TAP AWAY	Plain word	India	33	1389367	30/09/2005
520	BILLY GOAT HILL ESTATE	Plain word	Japan	33	851239 (International registration 851239)	14/04/2005
522	SCARLET RIDGE	Plain word	Japan	33	883257 (International registration 883257)	06/02/2006
527	SCARLET RIDGE	Plain word	China	33	883257 (International registration 883257)	06/02/2006
529	HARVEY RIVER BRIDGE ESTATE	Plain word	New Zealand	33	753316	16/08/2006
530	JOSEPH RIVER	Plain word	New Zealand	33	753318	16/08/2006
531	STONE GULLY	Plain word	New Zealand	33	753319	16/08/2006
536	BILLY GOAT HILL ESTATE	Plain word	Singapore	33	T05/11257Z (International registration 851239)	15/04/2005
539	SCARLET RIDGE	Plain word	Singapore	33	T0902551E (International registration 883257)	06/02/2006
540	LITTLE BUCK HILL	Plain word	United Kingdom	33	848566 (International registration 848566)	18/04/2005
541	SCARLET RIDGE	Plain word	United Kingdom	33	883257 (International registration 883257)	06/02/2006
542	STONE GULLY	Plain word	United Kingdom	33	887439 (International registration 887439)	05/04/2006
543	BILLY GOAT HILL ESTATE	Plain word	United States	33	3195405	09/01/2007
544	GOAT	Device	United States	33	2915550	04/01/2005
546	JOSEPH RIVER	Plain word	United States	33	3 080 503 (International registration 855275)	09/05/2006
559	BILLY GOAT HILL ESTATE	Plain word	European community	33	0950239	21/09/2011
565	LITTLE BUCK HILL	Plain word	Sweden	33	848566 (International registration 848566)	18/04/2005
572	BILLY GOAT HILL ESTATE	Plain word	New Zealand	33	957860	26/04/2012
574	BILLY GOAT HILL ESTATE	Plain word	Hong Kong	33	302235870	26/04/2012
580	FISHBONE	Plain word	United States	33	3304668	02/10/2007
	BILLY GOAT HILL ESTATE	Plain word	Madrid Protocol	33	851239	
	LITTLE BUCK HILL	Plain word	Madrid Protocol	33	848566	

Seller Ref	Trademark	Type of Mark	Country of Registration	Class	Official Registration Number	Registration Date
	JOSEPH RIVER	Plain word	Madrid Protocol	33	855275	
	SCARLET RIDGE	Plain word	Madrid Protocol	33	883257	
	STONE GULLY	Plain word	Madrid Protocol	33	887439	

Executed as a deed.

Executed by Harvey Fresh (1994) Ltd in accordance with Section 127 of the Corporations Act 2001 by:

  
Director's Signature

  
Director/Secretary's Signature

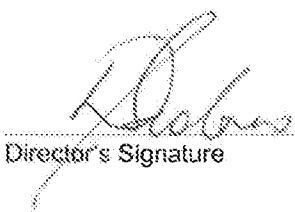
DIANA SCOLARO  
Director's Name (please print)

ROSANA BONAVITA  
Director/Secretary's Name (please print)

31/03/14  
Date

4/5/14  
Date

Executed by Harvey River Estate Pty Ltd in accordance with Section 127 of the Corporations Act 2001 by:

  
Director's Signature

  
Director/Secretary's Signature

DIANA SCOLARO  
Director's Name (please print)

ROSANA BONAVITA  
Director/Secretary's Name (please print)

31/03/14  
Date

31/3/14  
Date