

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clos Du Val Wine Company, Ltd.		05/07/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GWE Australasia Pty Ltd		
Street Address:	339 Taltarni Road		
City:	Moonambel, Victoria		
State/Country:	AUSTRALIA		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3773446	KATO	
CORRESPONDENCE DATA			
Fax Number:	2077911350		
<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>			
Phone:	207-791-1100		
Email:	trademark@pierceatwood.com		
Correspondent Name:	Jonathan M. Gelchinsky		
Address Line 1:	254 Commercial Street		
Address Line 2:	c/o Pierce Atwood LLP		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	33099/9974		
DOMESTIC REPRESENTATIVE			
Name:	Jonathan M. Gelchinsky		
Address Line 1:	254 Commercial Street		
Address Line 2:	c/o Pierce Atwood LLP		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Jonathan M. Gelchinsky		
SIGNATURE:	/Jonathan M. Gelchinsky/		
DATE SIGNED:	06/03/2015		

CH \$40.00 3773446

Total Attachments: 4

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phillips ormonde fitzpatrick
intellectual property

Assignment

Phillips Ormonde Fitzpatrick
ABN 91 823 913 064
Level 23
367 Collins Street
Melbourne 3000
www.pof.com.au

Doc ID

22 April 2015

TRADEMARK
REEL: 005544 FRAME: 0783

ASSIGNMENT

THIS ASSIGNMENT IS MADE the _____ day of _____ 2015

BETWEEN CLOS DU VAL WINE COMPANY, LTD of 5530 Silverado Trail, Napa, California, United States of America (the Assignor)

AND GWE AUSTRALASIA PTY LTD of 339 Taltarni Road, Moonambel, Victoria, Australia (the Assignee)

RECITALS

- A. The Assignor is the registered owner of the registered trade Mark set out in the Schedule (the Trade Mark).
- B. The Assignor has agreed to assign the Trade Mark to the Assignee in consideration of the payment of the sum of \$1.00, receipt of which is acknowledged by the Assignor.

1. ASSIGNMENT

- 1.1 The Assignor assigns absolutely to the Assignee, with effect from the date of this Assignment, the whole of its title to and rights in relation to the Trade Mark together with the goodwill of the business in connection with which the Trade Mark is used, free of any Encumbrance.
- 1.2 The assignment effected by clause 1.1 includes the Assignor's right to bring legal proceedings and to obtain remedies in respect of any infringement of the Trade Mark which occurs before or after the date of this Assignment.
- 1.3 The Assignor agrees to provide any assistance reasonably required by the Assignee in order to give full effect to this Assignment (including the execution of any documents). The Assignor irrevocably appoints each of the directors of the Assignee from time to time severally (or the Assignee, if the Assignee is an individual) as the Assignor's attorney to do all acts and execute all documents which the Assignor is obliged to do or execute by this clause.
- 1.4 In this Assignment Encumbrance includes a licence, trust, charge, mortgage, option to license or purchase, and any right or interest granted to secure any debt, obligation or liability, including a security interest under the *Personal Property Securities Act*.

2. GENERAL

- 2.1 In this Assignment, unless the context does not permit it:
 - (a) a reference to the singular includes the plural and vice versa;
 - (b) a reference to any gender includes all other genders; and
 - (c) any form of the word "include" does not imply any limitation.
- 2.2 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in accordance with the law of the State of Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria and the federal courts of the Commonwealth of Australia.
- 2.3 This Assignment may be signed in multiple copies, each of which shall be deemed to be an original.
- 2.4 This Assignment may be signed in counterparts. If this Assignment is signed in counterparts, it shall not be legally enforceable until the parties exchange the signed counterparts, which may be by

electronic means. If exchange is carried out electronically, each party must promptly deliver a hard copy of this Assignment executed by it to the other party, but failure to do so will not affect the enforceability of this Assignment.

- 2.5 The rights and obligations of the parties under this Assignment do not merge on completion of any transaction contemplated by this Assignment.

3. AUTHORITY TO EXECUTE

- 3.1 Each of the parties warrants its power to enter into this Assignment.
- 3.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Assignment and that all necessary action to authorize execution of this Assignment has been taken.

SCHEDULE

Country	Registration Number	Mark
United States of America	3,773,446	KATO

EXECUTED for and on behalf of CLOS DU VAL WINE COMPANY, LTD

by Stefano Tribukelli
(Name)

[Signature]
(Signature)


President/CEO
(Position)

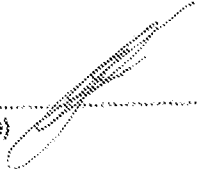
Date: 5/7/15

EXECUTED for and on behalf of GWE
AUSTRALASIA PTY LTD

by Adam Torry (Name)
(Director/Secretary/Sole Director and Secretary)

by Jacques Olivier (Name)
(Director) Secretary

(Signature) 

(Signature) 

24/4/15
(Date)

24/4/15
(Date)

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