

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southcorp Brand Pty Limited		07/01/2016	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Bronco Wine Company		
Street Address:	6342 Bystrum Road		
City:	Ceres		
State/Country:	CALIFORNIA		
Postal Code:	95307		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3038410	THE LITTLE PENGUIN	
Registration Number:	4195780	THE LITTLE PENGUIN	
CORRESPONDENCE DATA			
Fax Number:	3122241510		
<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:	312-224-1500		
Email:	awilcox@vaneklaw.com		
Correspondent Name:	Angela Wilcox		
Address Line 1:	55 West Monroe		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, CALIFORNIA 60603		
NAME OF SUBMITTER:	Angel C. Wilcox		
SIGNATURE:	/Angela C. Wilcox/		
DATE SIGNED:	10/05/2016		
Total Attachments: 5			
source=Deed of Assignment Southcorp Brands to BWC 07.01.2016#page1.tif			
source=Deed of Assignment Southcorp Brands to BWC 07.01.2016#page2.tif			
source=Deed of Assignment Southcorp Brands to BWC 07.01.2016#page3.tif			
source=Deed of Assignment Southcorp Brands to BWC 07.01.2016#page4.tif			

OP \$65.00 3038410

DEED OF ASSIGNMENT

DATED:

BETWEEN:

Southcorp Brands Pty Limited, a company incorporated in Australia of 58 Queensbridge Street, Southbank, Vic 3006, Australia (**Assignor**)

AND

Bronco Wine Company, a company incorporated in the State of California of 6342 Bystrum Road, Ceres, CA 95307 (**Assignee**)

RECITALS:

- A. The Assignor is the legal and beneficial owner, and registered proprietor, of the trade marks described in Schedule A (**Trade Marks**).
- B. Under the Sale Agreement between the Parties, effective 1 July 2016, (**Sale Agreement**), the Assignor agreed to sell, and the Assignee agreed to purchase, all of the Assignor's right, title and interest in and to the Trade Marks in accordance with the terms and conditions set out in that agreement.
- C. Pursuant to the Sale Agreement, the Assignor and the Assignee hereby execute this Deed for the purpose of assigning all of the right, title and interest in and to the Trade Marks from the Assignor to the Assignee.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. For the consideration set out in, and in accordance with the terms of, the Sale Agreement, the Assignor hereby assigns absolutely to the Assignee all of its right, title and interest in and to the Trade Marks on, prior to, or after the date of this Deed, including:
 - a. all goodwill attaching to and embodied in the Trade Marks; and
 - b. 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 Trade Marks whether occurring before, on, or after the date of this agreement.
- 2. This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- 3. This document is governed by and is to be construed in accordance with the laws applicable to the state of Victoria, Australia.
- 4. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the state of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

/s/

SIGNED and delivered for and on behalf of the Assignor and the Assignee as a deed.

Signed and delivered as a deed for)
and on behalf of Southcorp Brands)
Pty Limited

Noel Meehan

Director signature

NOEL MEEHAN

Director name

Fiona Last

Director/Secretary signature

FIONA LAST

Director/Secretary name

Signed and delivered as a deed for)
and on behalf of Bronco Wine)
Company

Signature

Fred T. Franzia

By (name)

CEO

Signature

By (name)

TH

SCHEDULE A

LITTLE PENGUIN BRAND

COUNTRY	MARK	STATUS	CLASS	TRADE MARK NO.	APPLICATION DATE	REGISTRATION DATE	RENEWAL DATE
Australia	LITTLE PENGUIN	Registered	33	978854	19/11/2003	19/11/2003	19/11/2023
Austria	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Benelux	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Brazil	LITTLE PENGUIN	Pending	33	829766766	20/06/2008		
Cambodia	LITTLE PENGUIN	Registered	33	50861	26/03/2013	09/07/2013	26/03/2023
Canada	LITTLE PENGUIN	Registered	33	1212222	05/04/2004	30/08/2005	30/08/2020
France	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Germany	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Indonesia	LITTLE PENGUIN	Pending	33	D002013 017655	17/04/2013		
Ireland	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Italy	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024

4574793 V1

TH

Japan	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Laos	LITTLE PENGUIN	Registered	33	29116	19/04/2013	04/09/2014	04/09/2024
Madrid Protocol	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Mexico	LITTLE PENGUIN	Registered	33	942485	20/06/2008	10/03/2009	20/06/2018
New Zealand	LITTLE PENGUIN	Registered	33	709843	19/03/2004	23/09/2004	19/11/2023
Philippines	LITTLE PENGUIN	Registered	33	4-2012-013028	23/10/2012	11/07/2013	11/07/2023
Russian Federation	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Singapore	LITTLE PENGUIN	Registered	33	T04/12894D	08/03/2004	08/03/2004	08/03/2024
Spain	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Sweden	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
Switzerland	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
United Kingdom	LITTLE PENGUIN	Registered	33	828512	08/03/2004	08/03/2004	08/03/2024
United States of America	LITTLE PENGUIN	Registered	33	79/003758	08/03/2004	19/07/2005	19/07/2025
Venezuela	LITTLE PENGUIN	Registered	33	14951-2006	10/07/2006	04/05/2009	04/05/2024
Colombia	THE LITTLE PENGUIN	Registered	33	8104093	30/09/2008	15/04/2009	15/04/2019

Costa Rica	THE LITTLE PENGUIN	Registered	33	2008-0010089	09/10/2008	03/03/2009	03/03/2019
Ecuador	THE LITTLE PENGUIN	Registered	33	188422	30/08/2007	09/03/2011	09/03/2021
Guatemala	THE LITTLE PENGUIN	Registered	33	235	19/01/2009	17/08/2009	17/08/2019
Panama	THE LITTLE PENGUIN	Registered	33	176841-01	11/11/2008	28/10/2009	11/11/2018
Peru	THE LITTLE PENGUIN	Registered	33	326997	29/08/2007	27/05/2008	27/05/2018
Taiwan	THE LITTLE PENGUIN	Registered	33	100043818	26/08/2011	01/06/2012	31/05/2022
Uruguay	THE LITTLE PENGUIN	Registered	33	397,446	16/10/2008	07/07/2011	07/07/2021
China	THE LITTLE PENGUIN (Chinese Characters)	Registered	33	11186458	10/07/2012	21/12/2013	20/12/2023
Australia	THE LITTLE PENGUIN Device	Registered	33	996923	06/04/2004	06/04/2004	06/04/2024
United States of America	THE LITTLE PENGUIN Device	Registered	33	78404450	19/04/2004	03/01/2006	03/01/2026
United States of America	THE LITTLE PENGUIN Label	Registered	33	85/371756	14/07/2011	21/08/2012	21/08/2022
China	THE LITTLE PENGUIN Stylised	Registered	33	11173813	06/07/2012	14/12/2013	13/12/2023

TK