

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Treasury Wine Estates Vintners Limited		07/01/2016	Corporation: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2256358	BLACK OPAL	
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, ILLINOIS 60603		
NAME OF SUBMITTER:	Mary A. Cadrot		
SIGNATURE:	/Mary A. Cadrot/		
DATE SIGNED:	01/26/2017		
Total Attachments: 6			
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DEED OF ASSIGNMENT

DATED:

BETWEEN:

Treasury Wine Estates Vintners Limited, a company incorporated in Australia of 58 Queensbridge St, Southbank, Victoria 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.

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 Treasury Wine)
Estates Vintners Limited

Noel Meehan.
.....
Director signature

NOEL MEEHAN
.....
Director name

[Handwritten Signature]
.....

Director/Secretary signature

Fiona Last
.....
Director/Secretary name

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

[Handwritten Signature]
.....
Signature

END T. FRANZIA
.....
By (name)

CEO.
@lms

Signature

By (name)

SCHEDULE A

BRAND: COLORES DEL SOL

COUNTRY	MARK	STATUS	CLASS	TRADE MARK NO.	APPLICATION DATE	REGISTRATION DATE	RENEWAL DATE
Argentina	COLORES DEL SOL	Registered	33	2840091	18/07/2008	08/01/2010	08/01/2020
Australia	COLORES DEL SOL	Registered	33	1008974	30/06/2004	14/03/2005	30/06/2024
Chile	COLORES DEL SOL	Registered	33	653832	19/07/2004	21/09/2005	21/09/2025
China	COLORES DEL SOL	Registered	33	840267	04/11/2004	04/11/2004	04/11/2024
Madrid Protocol	COLORES DEL SOL	Registered	33	840267	04/11/2004	04/11/2004	04/11/2024
New Zealand	COLORES DEL SOL	Registered	33	721143	08/11/2004	08/09/2005	30/06/2024
United States of America	COLORES DEL SOL	Registered	33	79/007817	04/11/2004	17/01/2006	04/11/2024

BRAND: BLACK OPAL

COUNTRY	MARK	STATUS	CLASS	TRADE MARK NO.	APPLICATION DATE	REGISTRATION DATE	RENEWAL DATE
Argentina	BLACK OPAL	Registered	33	2956115	30/10/2009	14/09/2010	14/09/2020
Australia	BLACK OPAL	Registered	33	442903	27/03/1986	26/09/1988	27/03/2017
Australia	BLACK OPAL	Registered	35	912763	14/05/2002	23/12/2002	14/05/2022
Australia	BLACK OPAL & device	Registered	33	851270	22/09/2000	13/07/2001	22/09/2020

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Benelux	BLACK OPAL & Device	Registered	33	504207	09/07/1991	01/06/1992	09/07/2021
Benelux	BLACK OPAL & device	Registered	33	974139	26/09/2000	02/01/2002	26/09/2020
Canada	BLACK OPAL	Registered	33	1070806	11/08/2000	23/03/2005	23/03/2020
Canada	BLACK OPAL	Registered	35	1142212	30/05/2002	08/01/2008	08/01/2023
Canada	BLACK OPAL & Crescent Device	Registered	33	1305598	15/06/2006	01/06/2009	01/06/2024
Chile	BLACK OPAL	Registered	33	385843	01/08/1997	16/04/1998	16/04/2018
Costa Rica	BLACK OPAL	Registered	33	2008-0010093	09/10/2008	25/11/2009	25/11/2019
Denmark	BLACK OPAL & device	Registered	33	VA04114 2000	29/09/2000	09/11/2000	09/11/2020
European Community TM	BLACK OPAL	Registered	33,35,39	2756435	28/06/2002	26/02/2004	30/06/2022
European Community TM	BLACK OPAL & Crescent Device	Registered	33	892339	15/06/2006	15/06/2006	15/06/2026
European Community TM	BLACK OPAL & device	Registered	33	304238	21/05/1996	16/11/1998	21/05/2026
Germany	BLACK OPAL & Device	Registered	33	2023896	19/06/1991	05/11/1992	30/06/2021
Germany	BLACK OPAL & device	Registered	33	30073630.4	04/10/2000	08/12/2000	04/10/2020
Hong Kong	BLACK OPAL & device	Registered	33	21430/2000	26/09/2000	26/09/2000	26/09/2017
Japan	BLACK OPAL & device	Registered	33	2000-107340	02/10/2000	16/11/2001	16/11/2021

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Japan	BLACK OPAL Label	Registered	33	561-102804	28/05/1989	28/11/1989	28/11/2019
Madrid Protocol	BLACK OPAL & Crescent Device	Registered	33	892339	15/06/2006	15/06/2006	15/06/2026
Malaysia	BLACK OPAL & device	Registered	33	2000-13452	27/09/2000	12/06/2003	27/09/2020
Mexico	BLACK OPAL	Registered	33	942486	20/06/2008	11/08/2008	20/06/2018
New Zealand	BLACK OPAL	Registered	35	658077	31/05/2002	07/07/2003	14/05/2019
Panama	BLACK OPAL	Registered	33	176816-01	11/11/2008	18/09/2009	11/11/2018
Republic of Korea	BLACK OPAL & device	Registered	33	2000-45415	28/09/2000	30/10/2001	30/10/2021
Singapore	BLACK OPAL & device	Registered	33	T00/16933F	25/09/2000	25/09/2000	25/09/2020
South Africa	BLACK OPAL & device	Registered	33	2000/19409	29/09/2000	15/12/2005	29/09/2020
Suriname	BLACK OPAL	Pending	33	23633	20/01/2012		
Switzerland	BLACK OPAL	Registered	33	8811/2000	25/07/2000	20/12/2000	25/07/2020
Taiwan	BLACK OPAL & device	Registered	33	(89)55973	28/09/2000	16/11/2001	15/11/2021
United Kingdom	BLACK OPAL & device	Registered	33	2246987	27/09/2000	16/03/2001	27/09/2020
United States of America	BLACK OPAL	Registered	33	75/300135	29/05/1997	29/06/1999	29/06/2019
United States of America	BLACK OPAL & Crescent Device	Registered	33	79/026546	15/06/2006	29/05/2007	15/06/2026

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RECORDED: 01/26/2017

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