

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sileni Estates Limited		09/05/2018	Private Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Sileni Wines (2018) Limited		
Street Address:	Level 19 Aon Centre, 1 Willis Street		
Internal Address:	c/o Booster Financial Services Limited		
City:	Wellington		
State/Country:	NEW ZEALAND		
Postal Code:	6011		
Entity Type:	Limited Partnership: NEW ZEALAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2478550		
Registration Number:	2511078	SILENI	
Registration Number:	3333465	OVERSTONE	
Registration Number:	3333466	OVERSTONE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2159942438		
Email:	trademarks@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
DOMESTIC REPRESENTATIVE			
Name:	Dechert LLP		
Address Line 1:	2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		

CH \$115.00 2478550

NAME OF SUBMITTER:	Gayle Denman
SIGNATURE:	/Gayle Denman/
DATE SIGNED:	10/25/2018
Total Attachments: 9 source=Sileni Estates Ltd - Assignment of US Trademarks#page1.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page2.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page3.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page4.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page5.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page6.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page7.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page8.tif source=Sileni Estates Ltd - Assignment of US Trademarks#page9.tif	



Deed of Assignment of Intellectual Property

in relation to Sileni Estates

—

Sileni Estates Limited (**Assignor**)

Sileni Wines (2018) Limited as general partner of Sileni Wines Limited
Partnership and/or nominee (**Assignee**)

—

Details

Date

Parties

Name	Sileni Estates Limited
Short form name	Assignor
Notice details	Address: Moore Stephens Markhams Hawkes Bay Ltd Business H Q 308 Queen Street East Hastings, 4122 Email: nigel@sileni.co.nz Attention: Nigel Avery
Name	Sileni Wines (2018) Limited as general partner of Sileni Wines Limited Partnership and/or nominee
Short form name	Assignee
Notice details	Address: C/- Booster Financial Services Limited Email: allan.yeo@booster.co.nz Attention: Allan Yeo

Background

- A The Assignor and the Assignee have entered into an agreement for sale and purchase of business and assets on or about the date of this Deed (the **Agreement**), under which the Assignor, as part of the sale of its business and assets to the Assignee, has agreed to transfer the Assignor Intellectual Property to the Assignee.
- B The Assignee has agreed to accept the transfer of the Assignor Intellectual Property on the terms and conditions of this Deed.
- C Nothing in this Deed alters, nor is to be construed as an amendment to, the Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Deed, unless the context otherwise requires:

Agreement has the meaning given to that term in Recital A of the Background to this Deed.

Assignor Intellectual Property means all Intellectual Property Rights owned by, used by or licensed to the Assignor in the conduct of the Business, including:

- (a) the Business Names and all associated goodwill;
- (b) registered and unregistered trade marks used by the Assignor in the Business and all associated goodwill;
- (c) the Domain Names and all associated goodwill; and
- (d) any right to have information relating to the Business or its assets (including confidential information) kept confidential;
- (e) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, Know How, logos, designs, design rights, copyright and similar industrial or intellectual property rights,

including without limitation the rights set out in the Schedule.

Business means the winery and viticulture business conducted by the Assignor up to and including the Completion Date.

Business Day means any day other than a Saturday, Sunday or public holiday in Wellington, New Zealand.

Business Name means 'Sileni' and 'Sileni Estates'.

Completion Date means the date of completion of the transaction contemplated under the Agreement.

Deed means this deed of assignment of intellectual property.

Domain Names means all domain names and social media accounts used in the Business, including all domain names set out in the Schedule.

Intellectual Property Rights means all intellectual property and proprietary rights and interests (including common law rights and interests and whether registered or unregistered) including:

- (a) registered and unregistered trade marks, including any copyright subsisting in any logo trade marks, and all associated goodwill;
- (b) any right to have information (including confidential information) kept confidential;
- (c) patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, Know How, logos, designs, design rights, copyright and similar industrial or intellectual property rights; and
- (d) business names and domain names.

Know How means the information or know how owned by, in the possession or control of the Assignor relating to the Business, its systems, technology and affairs (and whether written or unwritten) including:

- (a) financial, technological, strategic or business information, concepts, plans, strategies, directions or systems;
- (b) research, development, operational, legal, marketing or accounting information, concepts, plans, strategies, directions or systems;

- (c) technology, inventions, discoveries, improvements, processes, formulae, techniques, manuals, instructions, source and object codes for computer software, intellectual property rights and technical and historical information relating to them; and
- (d) customer and supplier information.

Party means a party to this Deed and **Parties** means both of the parties to this Deed.

Schedule means the schedule to this Deed.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Deed;
- (b) references to statutes include any statutory modification or re-enactment of the statute concerned;
- (c) words and expressions in the singular include the plural and *vice versa*;
- (d) headings are for convenience only and are to be ignored in construing this Deed; and
- (e) the term **including** or **includes** is deemed to be without limitation.

2. Assignment

2.1 Assignment

The Assignor unconditionally, irrevocably and absolutely assigns and transfers to Assignee, with effect on and from the Completion Date, all of its rights, titles and interests in the Assignor Intellectual Property.

2.2 Rights of action

The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from or attaching to any of the Assignor Intellectual Property, including, without limitation, the right to bring proceedings, sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this document.

3. Execution of documents and further actions

If reasonably requested by the Assignee, the Assignor will make all applications, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to give effect to this Deed.

4. Notices

4.1 Written notice

Any notice produced under this Deed will be in writing addressed to the Party to whom it is to be sent at the address or email address designated in the details section of this Deed.

4.2 Delivery

Delivery may be effected by hand, by fastpost or airmail with postage prepaid or by email.

4.3 Deemed receipt

Any notice given under this Deed will be deemed to have been received:

- (a) at the time of delivery, if delivered by hand;
- (b) on the third Business Day after the date of mailing, if sent by post with postage prepaid; and
- (c) on the day on which the transmission is sent, if sent by email. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00pm on a Business Day then the notice will be deemed to have been received on the next Business Day after the date of transmission. If there is any dispute or difference between the Parties over the fact of transmission in any particular case, production by the sender of a confirmation of

clear transmission will be conclusive evidence of transmission and will bind the Parties accordingly.

5. Miscellaneous

5.1 Counterparts

This Deed may be executed in two or more counterparts (including facsimile or email copies) and, provided each Party has executed a counterpart, the counterparts together will form a binding and enforceable arrangement between the Parties.

5.2 Assignment

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

5.3 Amendments

No amendment to this Deed will be effective unless it is in writing and signed by each Party.

5.4 Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Deed will operate as a waiver, nor will any single or partial exercise of any right under this Deed preclude any other or further exercise or the exercise of any other right, power or privilege under this Deed.

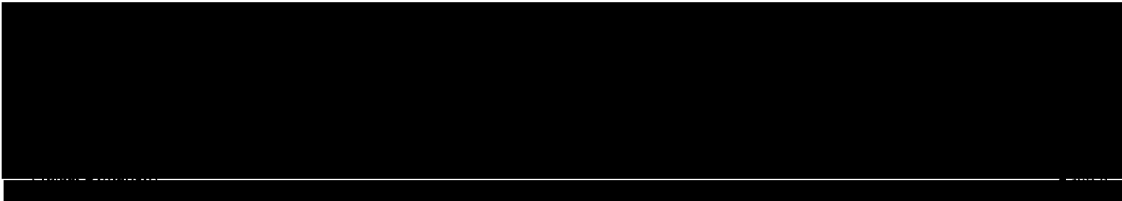
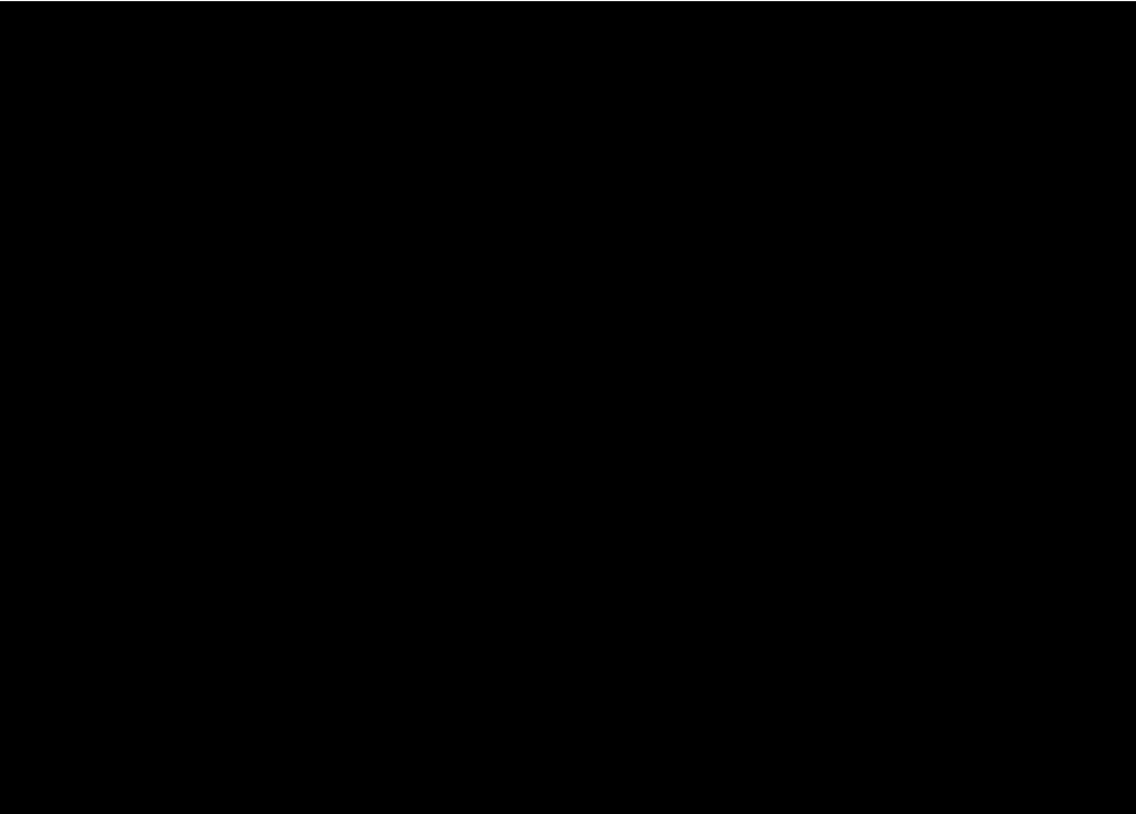
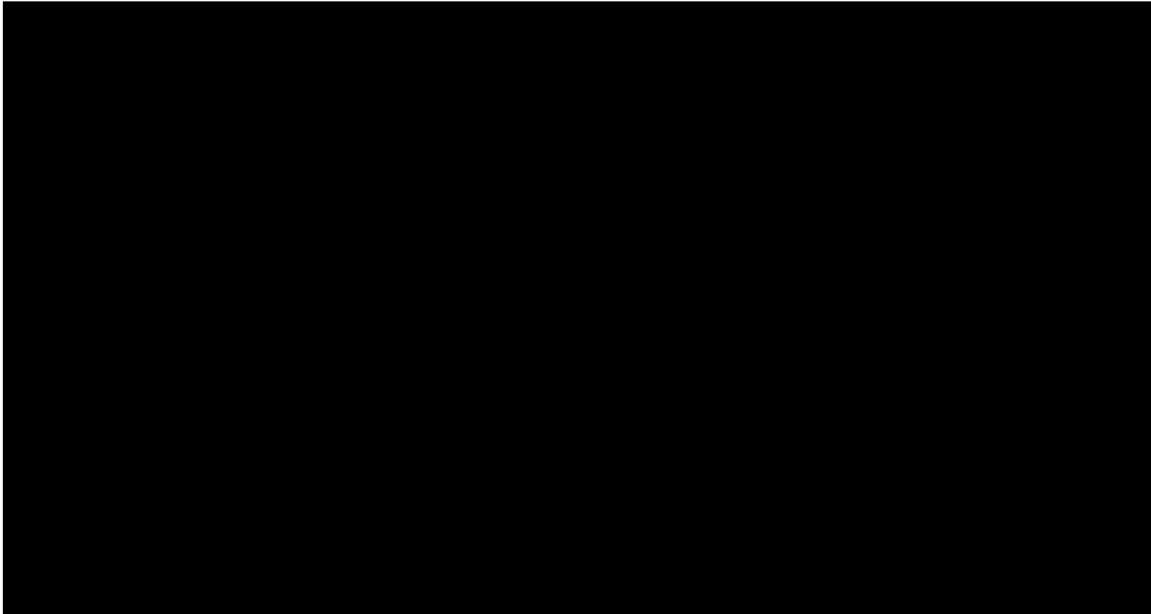
5.5 No variation

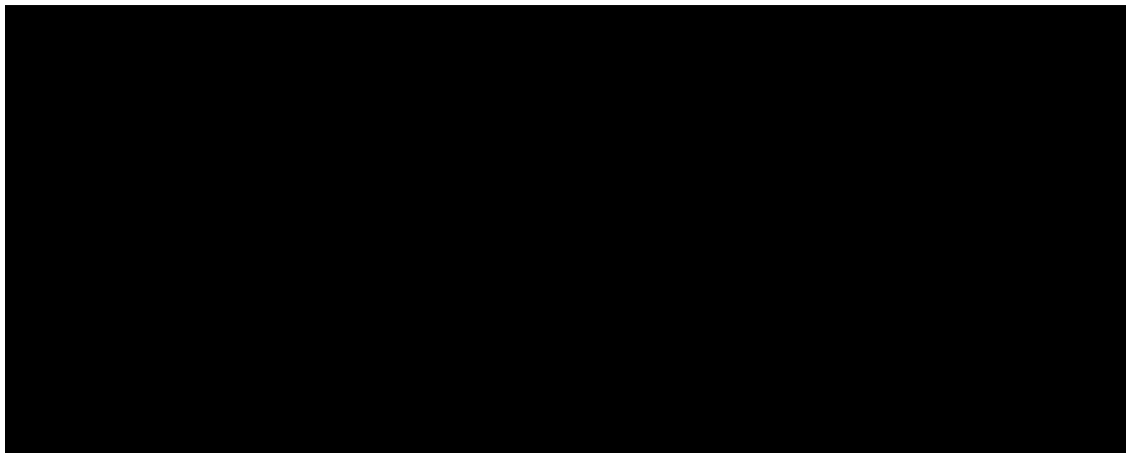
This Deed is supplemental to the Agreement and is in no way intended to amend, alter, vary or otherwise change the terms of the Agreement. In the event of any conflict between the terms of this Deed and the Agreement, the terms of the Agreement shall prevail.



5.6 Governing law

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

Schedule – Assignor Intellectual Property





Trade mark	Number	Class	Specifications	Status	Application date	Renewal date
	2478550	33	Wines, spirits and liqueurs	Registered	19 Oct 1999	16 Aug 2021
SILENI	2511078	33	Wines, spirits and liqueurs	Registered	19 Oct 1999	22 Nov 2021
OVERSTONE	3333465	33	Wine	Registered	14 Nov 2006	15 Nov 2027
	3333466	33	Wine	Registered	14 Nov 2006	15 Nov 2027

Signing page

EXECUTED and DELIVERED as a deed

SILENI ESTATES LIMITED by:

[Handwritten signature]

Signature of witness

MAXINE ELIZABETH YULE

Name of witness

CHARTERED ACCOUNTANT

Occupation of witness

WAIPIKURAU

City/town of residence

[Handwritten signature]

Signature of director/authorised person

NIGEL SETON AVERY

Name of director/authorised person

[Handwritten signature]

Signature of director/authorised person

GRAEME SETON AVERY

Name of director/authorised person

SIGNED by SILENI WINES (2018) LIMITED as
general partner of SILENI WINES LIMITED
PARTNERSHIP by:

Signature of witness

Name of witness

Occupation of witness

City/town of residence

Signature of director/authorised person

Name of director/authorised person

Signature of director/authorised person

Name of director/authorised person

Signing page

EXECUTED and DELIVERED as a deed

SILENI ESTATES LIMITED by:

Signature of witness

Name of witness

Occupation of witness

City/town of residence


Signature of director/authorised person

Name of director/authorised person

Signature of director/authorised person

Name of director/authorised person

SIGNED by SILENI WINES (2018) LIMITED as
general partner of SILENI WINES LIMITED
PARTNERSHIP by:



Signature of witness

Gary Scott

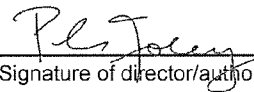
Name of witness

Accountant

Occupation of witness

Wellington

City/town of residence



Signature of director/authorised person

Paul Foley

Name of director/authorised person

Signature of director/authorised person

Name of director/authorised person