

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wairau River Wines Limited		01/11/2018	Limited company/ limited liability company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Rose Family Estate Limited		
Street Address:	2 Alfred Street		
Internal Address:	c/o WK Advisors & Accountants Limited		
City:	Mayfield, Blenheim		
State/Country:	NEW ZEALAND		
Postal Code:	7201		
Entity Type:	limited company: NEW ZEALAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3900644	SUNSHINE BAY	
Registration Number:	4356677	TIKOHI	
CORRESPONDENCE DATA			
Fax Number:	9735776300		
<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:	9735776300		
Email:	michael@mjbrownlaw.com		
Correspondent Name:	Michael Brown/Michael J Brown Law Office		
Address Line 1:	354 Eisenhower Parkway		
Address Line 2:	Plaza 1, 2nd Floor, Suite 2025		
Address Line 4:	Livingston, NEW JERSEY 07039		
NAME OF SUBMITTER:	Michael J. Brown		
SIGNATURE:	/MichaelJBrown/		
DATE SIGNED:	01/27/2019		
Total Attachments: 6			
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WAIRAU RIVER WINES LIMITED

ROSE FAMILY ESTATE LIMITED

DEED OF ASSIGNMENT OF TRADE MARK RIGHTS

PARTIES

WAIRAU RIVER WINES LIMITED, a New Zealand company, of Giffords Road, RD 3, Blenheim, NEW ZEALAND (**Assignor**)

ROSE FAMILY ESTATE LIMITED, a New Zealand company, c/- WK Advisors and Accountants Limited, 2 Alfred Street, Mayfield, Blenheim 7201, NEW ZEALAND (**Assignee**)

INTRODUCTION

- A. The Assignor is the owner of the Trade Marks.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept, the Trade Mark Rights on the terms and conditions of this deed.

COVENANTS

1. DEFINITIONS

In this deed, including the Introduction, the following words will have the following meanings:

Copyright means any and all copyright, and all rights in the nature of copyright, in the Trade Marks in all forms of stylisation in which the Trade Marks have been used;

Effective Date means the date on which this deed has been signed by both parties;

Goodwill means the goodwill symbolised by and associated with the Trade Marks, including the whole of the goodwill arising from the use of the Trade Marks, but not the whole of the goodwill of the business of the Assignor;

Trade Mark Rights means the Trade Marks, Copyright and Goodwill; and

Trade Marks means the trade marks, and any registrations or applications for the trade marks set out in the Schedule.

2. ASSIGNMENT


- 2.1 **Assignment:** In consideration of the sum of NZ\$1.00 paid by the Assignee to the Assignor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolutely all of its rights, title and interest in and to the Trade Mark Rights, including without limitation any and all rights under common law and any and all unregistered rights in and to the Trade Marks
- 2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights including, without limitation, the right to 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 deed.

3. GENERAL

- 3.1 **Further actions:** If requested by the Assignee the Assignor will, at the Assignee's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:
- (a) record this assignment on any trade marks register anywhere in the world;
 - (b) prosecute, maintain, renew, enforce and defend the Trade Mark Rights; or
 - (c) otherwise carry out the purposes and intent of this deed.
- 3.2 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 3.3 **Counterparts:** This deed may be executed in any number of counterparts (including facsimile copies or electronically scanned copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.
- 3.4 **Governing law:** The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this deed

SIGNED AS A DEED

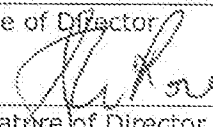
SIGNED on behalf of **WAIRAU RIVER WINES LIMITED** by:



Signature of Director

LINDSAY PARKINSON

Name of Director



Signature of Director

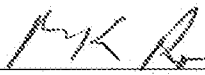
SAM ROSE

Name of Director

1/11/18

Date

SIGNED on behalf of **ROSE FAMILY ESTATE LIMITED** by:



Signature of Director

Philip McKenzie Rose

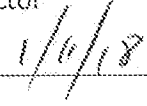
Name of Director



Signature of Director

Christine Barbara Rose

Name of Director



Date

SCHEDULE

Trade Marks:

TIKOHI

RIVERLORE

WAIRAU RIVER

CHAOS & HARMONY

SUNSHINE BAY

Applications and Registrations

Country	Number	Trade Mark	Class	Status
Australia	1490318	TIKOHI	33	Registered
Australia	1678991	RIVERLORE	33	Registered Madrid Protocol designation
Australia	1680408	WAIRAU RIVER	33	Registered Madrid Protocol designation
Canada	1814869	CHAOS & HARMONY	33	Application
Canada	TMA953722	WAIRAU RIVER	33	Registered
Canada	TMA959112	RIVERLORE	33	Registered
China	1238694	WAIRAU RIVER	33	Application
European Union	1238694	WAIRAU RIVER	33	Application
European Union	010870855	TIKOHI	33	Registered
International	1238098	RIVERLORE	33	Registered
International	1238694	WAIRAU RIVER	33	Registered
International	1306945	CHAOS & HARMONY	33	Registered
New Zealand	958816	TIKOHI	33	Registered
New Zealand	1013231	RIVERLORE	33	Registered
New Zealand	1013880	WAIRAU RIVER	33	Registered
New Zealand	1046058	CHAOS & HARMONY	33	Registered
Singapore	1238098	RIVERLORE	33	Application

Singapore	1238694	WAIRAU RIVER	33	Application
United Kingdom	1238098	RIVERLORE	33	Registered Madrid Protocol designation
United Kingdom	1238694	WAIRAU RIVER	33	Registered Madrid Protocol designation
United States	3900544	SUNSHINE BAY	33	Registered
United States	4356677	TIKOHI	33	Registered
United States	4865043	WAIRAU RIVER	33	Registered Madrid Protocol designation
United States	4899868	RIVERLORE	33	Registered Madrid Protocol designation
United States	79190772	CHAOS & HARMONY	33	Application