

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552380

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 Brands Pty Limited		08/31/2017	Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	SEPPELTSFIELD PTY LTD		
Street Address:	PMB1 Seppeltsfield		
City:	via Nuriootpa, SA		
State/Country:	AUSTRALIA		
Postal Code:	5355		
Entity Type:	Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3636976	SEPPELTSFIELD	
CORRESPONDENCE DATA			
Fax Number:	2022937680		
<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:	2022937060		
Email:	tm@sughrue.com		
Correspondent Name:	GARY D. KRUGMAN/SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE, NW, SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	S12221		
DOMESTIC REPRESENTATIVE			
Name:	GARY D. KRUGMAN/SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE, NW, SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20006		
NAME OF SUBMITTER:	Gary D. Krugman		
SIGNATURE:	/Gary D. Krugman/		
DATE SIGNED:	12/09/2019		

OP \$40.00 3636976

Total Attachments: 6

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**DEED OF ASSIGNMENT OF
TRADEMARK
SEPPELTSFIELD (US)**

DETAILS

AGREEMENT dated the

31st day of August

2017

PARTIES

Name **SOUTHCORP BRANDS PTY LIMITED (a company incorporated in Australia)**

ACN 005 156 945

Short form name **Assignor**

Notice Details 8 Queensbridge St, Southbank, VIC, 3006, Australia

Name **SEPPELTFIELD PTY LTD (a company incorporated in Australia)**

ACN 127 078 228

Short form name **Assignee**

Notice Details PMB1 Seppeltsfield via Nuriootpa, SA, 5355, Australia

BACKGROUND

- A The Assignor is the registered proprietor of the Trade Marks.
- B The Assignor has agreed to assign the benefit of and transmit all its rights in the Trade Marks to the Assignee.
- C This Deed records the terms and conditions on which the Trade Marks will be assigned by the Assignor to the Assignee.

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless something else is clearly indicated:

1.1.1 **Effective Date** means the date of this Agreement; and

1.1.2 **Trade Marks** means the registered trade marks set out in the Schedule.

1.2 Interpretation

In this Agreement, unless something else is clearly intended:

1.2.1 a reference to any legislation or any provision of any legislation includes:

- (a) all regulations, orders or instruments issued under the legislation or provision; and
 - (b) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- 1.2.2 words or expressions:
- (a) importing the singular include the plural and vice versa;
 - (b) importing a gender include the other genders;
 - (c) denoting individuals include corporations, firms, unincorporated bodies, authorities and instrumentalities;
 - (d) given meaning in the Recitals have the same meaning in the body of this Agreement;
- 1.2.3 a reference to a party to this Agreement or any other instrument includes that party's executors, administrators, successors and permitted assigns;
- 1.2.4 a reference to a clause number, schedule number or annexure number (or letter) is a reference to a clause, Schedule or Annexure of this Agreement;
- 1.2.5 any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement;
- 1.2.6 a provision of this Agreement must not be construed to the disadvantage of a party because that party was responsible for the preparation of the Agreement; and
- 1.2.7 a reference to two or more persons means those persons jointly and severally.

2. ASSIGNMENT

For no consideration whatsoever, the Assignor hereby assigns absolutely to the Assignee its full right, title and interest in and to the Trade Marks, with effect on and from the Effective Date, including

- 2.1 all goodwill attaching to and embodied in the Trade Marks; and
- 2.2 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.

3. WARRANTY

- 3.1 The Assignor warrants that:

- 3.1.1 it has absolute title to the Trade Marks;
 - 3.1.2 there are no outstanding encumbrances or other matters affecting its capacity to assign the Trade Marks to the Assignee; and
 - 3.1.3 the Assignor has no knowledge of prior use of the Trade Marks by any other person.
- 3.2 The Assignor indemnifies the Assignee against loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the Assignee in consequence of any breach by the Assignor (unknown to the Assignee) of the warranty in clause 3.1.
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4. AUTHORITY TO APPLY FOR REGISTRATION

The Assignor grants to the Assignee the full right and sole power and authority to apply for and obtain entry of its name as the registered proprietor of the Trade Marks by virtue of this Agreement.

5. OBLIGATION TO DO ALL FURTHER ACTS

The Assignor must upon request of the Assignee do all things reasonably desirable to give effect to the assignment including by executing further documents.

6. ACKNOWLEDGEMENT OF TRUST

The parties acknowledge that the Assignee has entered into this Deed solely in its capacity as trustee of the Seppeltsfield Estate Trust and that on and from the Effective Date the Trade Marks will be held by the Assignee as trustee of the Seppeltsfield Estate Trust.

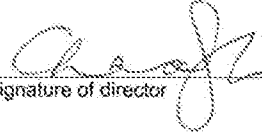
7. MISCELLANEOUS

- 7.1 The parties submit to the non-exclusive jurisdiction of the Courts of South Australia and all Courts competent to hear appeals therefrom.
- 7.2 Each party will bear its own legal costs arising out of the preparation and execution of this Deed but the Assignee must bear any stamp duty which may be payable on or in respect of this Deed.
- 7.3 Each party to this Deed must take all steps, execute all documents and do all other acts and things as may be reasonably required by any other party to give effect to the intent of this Deed.
- 7.4 This Deed may be executed in any number of counterparts each of which will be considered an original.
- 7.5 This Deed is governed by and construed in accordance with the laws of South Australia.

Signing Page

EXECUTED as an Agreement.

Executed by:
SOUTHCORP BRANDS PTY LIMITED in
accordance with s127 of the *Corporations
Act 2001* (Cth):

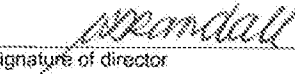
 ←
Signature of director

ANNA GIBSON
Name of director (print)

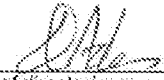
Signature of director/company secretary
(Please delete as applicable) ←

Name of director/company secretary (print)

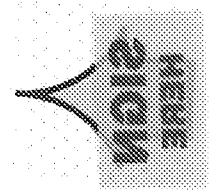
Executed by:
SEPPELTSFIELD PTY LTD in accordance
with s127 of the *Corporations Act 2001*
(Cth):

 ←
Signature of director

Warren Dean RANDALL
Name of director (print)

 ←
Signature of director/company secretary
(Please delete as applicable)

DAVID ADAMS
Name of director/company secretary (print)



Schedule – Trade Mark

No	Number	Mark	Goods and Services
1	3636976	Seppeltsfield	IC 033. US 047 049. G & S: wines, including table wines, sparkling wines [and fortified wines]