

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precept Brands LLC		12/18/2019	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shingleback Wine Pty Ltd		
Street Address:	PO Box 811		
City:	McLaren Vale		
State/Country:	AUSTRALIA		
Postal Code:	5171		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3050756	RED KNOT	
Registration Number:	2844573	SHINGLEBACK	
CORRESPONDENCE DATA			
Fax Number:	9135494646		
<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:	9135494700		
Email:	ekdkdocket@kcpatentlaw.com		
Correspondent Name:	Erickson Kernell IP, LLC		
Address Line 1:	8900 State Line Road, Ste. 500		
Address Line 4:	Leawood, KANSAS 66206		
ATTORNEY DOCKET NUMBER:	1241.002		
NAME OF SUBMITTER:	Kent R. Erickson		
SIGNATURE:	/Kent R. Erickson/		
DATE SIGNED:	12/27/2019		
Total Attachments: 7			
source=Signed Deed of Assignment_2570545_1 (003)#page1.tif			
source=Signed Deed of Assignment_2570545_1 (003)#page2.tif			
source=Signed Deed of Assignment_2570545_1 (003)#page3.tif			

OP \$65.00 3050756

source=Signed Deed of Assignment_2570545_1 (003)#page4.tif
source=Signed Deed of Assignment_2570545_1 (003)#page5.tif
source=Signed Deed of Assignment_2570545_1 (003)#page6.tif
source=Signed Deed of Assignment_2570545_1 (003)#page7.tif

FINLAYSONS

**Deed of Assignment of Intellectual
Property**

Precept Brands LLC

and

Shingleback Wine Pty Ltd

FINLAYSONS LAWYERS
Level 8 61 Flinders Street Adelaide
Our Ref: LNL/425749/1.EZH
www.finlaysons.com.au

6011425 V1

TRADEMARK
REEL: 006826 FRAME: 0982

Date

18th DECEMBER

2019

Parties

Assignor Precept Brands LLC of 1910 Fairview Avenue East, Suite 400 Seattle Washington 98102, USA

Assignee Shingleback Wine Pty Ltd ACN 092 588 639 of PO Box 811, McLaren Vale, South Australia 5171

Background

- A. The Assignor is recorded on the Registers as the owner of the Intellectual Property.
- B. The Assignor has agreed to transfer, and the Assignee has agreed to acquire, the Intellectual Property.
- C. The Parties wish to record the assignment of the Intellectual Property on the terms and conditions set out in this Deed.

It is agreed as follows.

1. Preliminary

1.1 Definitions

In this Deed:

Cause of Action means rights of the Assignor in respect of any cause of action, chose in action or other right arising from any infringement of the Assignor's ownership or other legal or equitable rights in the Trade Marks that has arisen or accrued prior to the date of this Deed;

CIPO means the Canadian Intellectual Property Office;

CIPO Register means the Register of trade marks maintained by CIPO;

Encumbrance means any interest or power:

- (a) reserved in, or over any interest in, any asset including any retention of title; or
- (b) created or otherwise arising in, or over any interest in, any assets under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of any debt or other monetary obligation, or the performance of any other obligation and whether existing or agreed to be granted or created and includes any:

- (i) "security interest" as that term is defined in the *Personal Property Securities Act 2009* (Cth); and

- (ii) preferential rights, interest or arrangement, easement, public right of way, restriction or positive covenant or any agreement to create any of them or allow them to exist;

EUIPO means the European Union Intellectual Property Office;

EUIPO Register means the Register of European Union trade marks maintained by the EUIPO;

Intellectual Property means the Trade Marks and the Causes of Action;

IPONZ means the Intellectual Property Office of New Zealand;

IPONZ Register means the Register of trade marks maintained by IPONZ;

Parties means the parties to this Deed and **Party** means either of them;

Registers means the CIPO Register, EUIPO Register, IPONZ Register and USPTO Register;

Trade Marks means the registered trade marks described in the Schedule, their common law equivalents and any goodwill accrued from the use of such trade marks;

USPTO means the United States Patent and Trademark Office; and

USPTO Register means the Register of trade marks maintained by USPTO.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) a word importing the singular includes the plural and vice versa;
- (b) words denoting individuals shall include corporations, firms, authorities, associations (whether incorporated or unincorporated) and instrumentalities;
- (c) the headings used in this Deed are for convenience only and shall not affect the interpretation of this Deed;
- (d) references to clauses are to clauses of this Deed;
- (e) the Schedule forms part of this Deed;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) a reference to a Party to this Deed includes the Party's executors, administrators, successors, permitted assigns and substitutes;
- (h) nothing in this Deed is to be interpreted against a Party solely on the ground that the Party put forward this Deed or any part of it; and
- (i) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them.

2. Assignment of Intellectual Property

The Assignor hereby assigns to, and the Assignee hereby accepts all right, title and interest in:

- (a) the Trade Marks; and

- (b) Causes of Action.

3. Recording of assignment

The Parties acknowledge and agree that:

- (a) the Assignee shall apply to the CIPO, EUIPO, IPONZ and USPTO to record the assignment of the registered Trade Marks in the Registers;
- (b) the Assignor shall provide the Assignee with all reasonable assistance, and shall sign all necessary documents, to enable the recording of the assignment of the registered Trade Marks and to otherwise perfect the Assignee's title to the registered Trade Marks; and
- (c) each Party will bear its own costs under this clause 3.

4. Warranties

The Assignor warrants that:

- (a) there are no outstanding Encumbrances or other matters affecting its capacity to assign the Intellectual Property to the Assignee;
- (b) there are no subsisting agreements, arrangements or understandings which involve the:
 - (i) license, sale, mortgage, pledge of, grant of options or any other rights over, its rights, title and interest in the Intellectual Property; or
 - (ii) grant of beneficial interests or other third party claims to the ownership of the Intellectual Property;
- (c) it is not aware of any persons that are infringing or that have infringed any intellectual property rights of the Assignor in relation to the Intellectual Property; and
- (d) it is not aware of any claims that use of the Intellectual Property infringes the intellectual property rights of any person.

5. Costs

Each Party shall bear its own costs in relation to the preparation, negotiation and execution of this Deed and all things to be done hereunder.

6. Governing law

The governing law of this Deed is the law of South Australia and the Parties submit themselves to the jurisdiction of the courts of South Australia for any matters arising in relation to this Deed.

7. Amendments

No amendment or variation of this Deed is valid or binding on a Party unless made in writing and executed by both Parties.

8. Counterparts

- (a) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (b) No Party will be bound by this Deed unless and until all counterparts are duly exchanged between the Parties.
- (c) This Deed, including counterparts of it, may be exchanged electronically (including by email).

9. Further Assurances

Each Party agrees to do all things and sign all documents which are necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.

Executed by the Parties as a deed

Assignor

Executed by Precept Brands LLC by its duly authorised officer in the presence of:


Signature of officer

←  ←
Signature of witness

Phil Kazanjian
Name (please print)

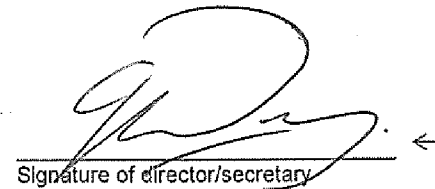
Marc Snyder
Name (please print)

SVP of wine operations
Position (please print)

Assignee

Executed by Shingleback Wine Pty Ltd ACN 092 588 639 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of director

←  ←
Signature of director/secretary

KYM GORDON DAVET
Name (please print)

JOHN CRAIG DAVET
Name (please print)

Schedule

Trade Marks

Jurisdiction	Trade Mark No.	Trade Mark	Owner	Class(es)	Goods
Canada	TMA717350	RED KNOT	Precept Brands LLC	33	Wine
Canada	TMA717349	SHINGLEBACK	Precept Brands LLC	33	Wine
European Union	004671103	SHINGLEBACK	Precept Brands LLC	32 and 33	Mineral and aerated waters and other non-alcoholic drinks; de-alcoholised drinks. Wines, spirits and liqueurs and other alcoholic beverages, but not including beers.
European Union	004671111	RED KNOT	Precept Brands LLC	33	Wines, spirits and liqueurs and other alcoholic beverages, but not including beers or alcoholic beverages containing energy drinks
New Zealand	732387	SHINGLEBACK	Precept Brands LLC	33	Alcoholic beverages in this class; wine and spirits
New Zealand	732386	RED KNOT	Precept Brands LLC	33	Alcoholic beverages in this class; wine and spirits
USA	2844573	SHINGLEBACK	Precept Brands LLC	33	Wine
USA	3050756	RED KNOT	Precept Brands LLC	33	Wine