

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Constellation Brands New Zealand Limited		01/05/2021	limited company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Gallo Wines New Zealand LP		
Street Address:	c/o MinterEllisonRuddWatts		
Internal Address:	Level 22, PwC Tower, 15 Customs Street West		
City:	Auckland Central, Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	1010		
Entity Type:	Limited Partnership: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2115294	NOBILO	
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:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	Allison Strickland Ricketts		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	151 West 42nd Street, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	EJG 2101286		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/ancanicolescu/		
DATE SIGNED:	02/02/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Confirmatory Deed of Trademark Assignment (this “**Trademark Assignment**”), effective as of January 5, 2021, is made by Constellation Brands New Zealand Limited, a New Zealand limited company with an address at 6/46 Maki St, Westgate, New Zealand 0814 (“**Assignor**”), and Gallo Wines New Zealand LP, a New Zealand limited partnership with an address at c/o MinterEllisonRuddWatts, Level 22, PwC Tower, 15 Customs Street West, Auckland Central, Auckland, New Zealand 1010 (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement between E. & J. Gallo Winery, a California corporation (“**Parent**”), and Constellation Brands, Inc., a Delaware corporation, dated as of June 22, 2020 (the “**Purchase Agreement**”), the Seller Parties have agreed to sell, assign, convey, transfer and deliver to Parent the Purchased Assets;

WHEREAS, Assignee is a wholly owned subsidiary of Parent and, pursuant to that certain Assignment and Assumption between Parent and Assignee, dated as of December 17, 2020, Parent has assigned to Assignee all of Parent’s right, title and interest under the Purchase Agreement in and to the Purchased Assets, including the Marks (as defined below);

WHEREAS, Assignor has adopted, owns, and is using the trademarks set forth on Schedule A (attached hereto and incorporated herein by reference) for which Assignor owns the trademark applications and/or registrations and all common law rights and the goodwill associated therewith (collectively, the “**Marks**”); and

WHEREAS, Assignor has agreed to assign to Assignee all of the right, title, and interest of Assignor in and to the Marks, and Assignee has agreed to accept said assignment as recorded and confirmed in this Trademark Assignment.

NOW, THEREFORE the parties hereto agree and confirm as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined in this Trademark Assignment (including the Schedule attached hereto) shall have the same meanings as set forth in the Purchase Agreement.

2. Assignment. For the good and valuable consideration as has been separately agreed between the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts from Assignor, all of the right, title, and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, including without limitation, the following:

- a. The Marks and all issuances, pending applications, extensions, and renewals thereof;
- b. The right to take action in relation to infringement of the Marks, the right to seek and recover damages and seek other remedies against third parties for any action

in relation to such matters (whether or not such infringement or event took place prior to the date of this Trademark Assignment);

- c. All rights of any kind whatsoever accruing under or relating to the Marks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and
- d. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks.

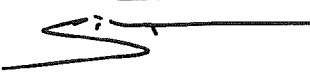
3. Further Assurances. Assignor agrees to, at Assignee's expense, perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Marks to Assignee after Assignee's request therefor and to assist Assignee in any manner reasonably necessary and requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Marks.

4. General Provisions. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original. This Trademark Assignment and any counterpart so executed shall be deemed to be one and the same instrument.

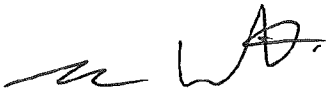
[Signature Page Follows]

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **CONSTELLATION BRANDS NEW ZEALAND LIMITED**
as Assignor by:



Signature of director
Simon Towns



Signature of director
Share Whiting

Name of director

Name of director

~~Witness:*~~

~~Witness:*~~

~~Signature of witness~~

~~Signature of witness~~

~~Full name of witness~~

~~Full name of witness~~

~~Occupation of witness~~

~~Occupation of witness~~

~~Address of witness~~

~~Address of witness~~

**A witness must not be a party to this deed.*

SIGNED on behalf of **GALLO WINES NEW ZEALAND LP** as Assignee by:
its General Partner **GALLO WINES NEW ZEALAND GP LIMITED**

Signature of director/authorised signatory

Signature of authorised signatory

Name of director/authorised signatory

Name of authorised signatory

~~Witness:*~~

~~Witness:*~~

~~Signature of witness~~

~~Signature of witness~~

~~Full name of witness~~

~~Full name of witness~~

~~Occupation of witness~~

~~Occupation of witness~~

~~Address of witness~~

~~Address of witness~~

**A witness must not be a party to this deed.*

[Signature Page to Assignment of Trademarks]

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **CONSTELLATION BRANDS NEW ZEALAND LIMITED**
as Assignor by:

Signature of director/authorised signatory

Signature of authorised signatory

Name of director/authorised signatory

Name of authorised signatory

Witness:*

Witness:*

Signature of witness

Signature of witness

Full name of witness

Full name of witness

Occupation of witness

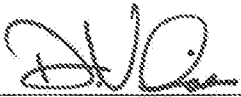
Occupation of witness

Address of witness

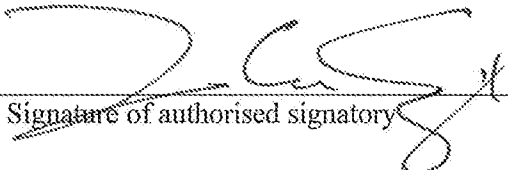
Address of witness

**A witness must not be a party to this deed.*

SIGNED on behalf of **GALLO WINES NEW ZEALAND LP** as Assignee by:
its General Partner **GALLO WINES NEW ZEALAND GP LIMITED**



Signature of director/authorised signatory



Signature of authorised signatory

Douglas B. Vilas

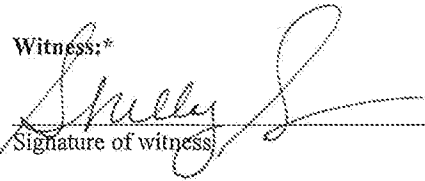
Name of director/authorised signatory

Devinder P. Singh

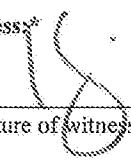
Name of authorised signatory

Witness:*

Witness:*



Signature of witness



Signature of witness

Shelly Sabanovich

Full name of witness

Kali Johnson

Full name of witness

Intellectual Property Sr. Mgr.

Occupation of witness

Trademark Analyst

Occupation of witness

326 Via Ziroli, Oakdale, Ca 95361

Address of witness

1221 Chadwick Ct., Modesto, Ca 95350

Address of witness

**A witness must not be a party to this deed.*

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 007178 FRAME: 0485

SCHEDULE A

1. Trademark Registrations and Pending Trademark Applications


a. See separate Trademark List attached as Annex 1.

2. Unregistered Trademarks

NOBILO WHITE CLOUD

3. Trade Dress

a. Trade dress that during the past five (5) years has been used exclusively in connection with or exclusively as part of the Business and/or the Brand, namely, the combination of trademarks, label and package artwork, color, and shape and placement of labels used for a particular product sold under the Brand, but not including (i) bottle shape, size or color, rights to any particular packaging type or format or other product configuration features, in each case, that is not proprietary to Seller Parties, with respect to the Business, the Brand or the Purchased Assets, or (ii) any Excluded Asset.

Trademark	Brand	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due
NOBILLO SILVER COVE	Nobilo	United Kingdom	Constellation Brands New Zealand Limited	2540372	2/25/2010	2540372	6/25/2010	2/25/2030
WHITE CLOUD	Nobilo	United Kingdom	Constellation Brands New Zealand Limited	1414596	02/08/1990	1414596	09/18/1992	02/08/2027
HOUSE OF NOBILLO	Nobilo	United States	Constellation Brands New Zealand Limited	78310638	10/7/2003	2875069	8/17/2004	8/17/2024
NOBILLO	Nobilo	United States	Constellation Brands New Zealand Limited	75092859	4/23/1996	2115294	11/25/1997	11/25/2027
NOBILLO ICON	Nobilo	United States	Constellation Brands New Zealand Limited	88707065	11/26/2019			
N EST 1943 (and Design):	Nobilo	United States	Constellation Brands New Zealand Limited	87882445	4/18/2018	5741386	4/30/2019	4/30/2029 The Six Year Section 8 filing is due 4/30/2025
								

TRADEMARK

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RECORDED: 02/02/2021