

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wingara Wine Group Pty Ltd.		11/18/2020	Corporation: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accolade Wines Australia Limited		
<b>Street Address:</b>	Reynell Road		
<b>City:</b>	Reynella South		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	5161		
<b>Entity Type:</b>	Corporation: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2084586	KATNOOK ESTATE	
<b>Registration Number:</b>	2344297	ODYSSEY	
<b>Registration Number:</b>	2629935	PRODIGY	
<b>Registration Number:</b>	4875885	KATNOOK FOUNDER'S BLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5125364598		
<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>			
<b>Phone:</b>	2148558331		
<b>Email:</b>	aoipdocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Linda Merritt		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Schmidt		
<b>SIGNATURE:</b>	/Stephanie A. Schmidt/		
<b>DATE SIGNED:</b>	02/26/2021		
<b>Total Attachments: 21</b>			
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FINLAYSONS

**Deed of Assignment of Intellectual  
Property**

Wingara Wine Group Pty Ltd ACN 006 350 787

and

Accolade Wines Australia Limited ACN 008 273 907

FINLAYSONS LAWYERS  
L7, 43 Franklin St, Adelaide SA 5000  
Our Ref: 420984/5  
[www.finlaysons.com.au](http://www.finlaysons.com.au)

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Date 18 November 2020

Parties

**Assignor** Wingara Wine Group Pty Ltd ACN 006 350 787 of Level 1 166 Albert Rd South Melbourne Victoria 3205 Australia

**Assignee** Accolade Wines Australia Limited ACN 008 273 907 of Reynell Road, Reynella South Australia 5161 Australia

Background

- A. The Assignor is the legal and beneficial owner of the Intellectual Property.
- B. Pursuant to an agreement for the sale and purchase of the Katnook business and assets between the Parties dated 3 September 2020, the Assignor has agreed to, among other matters, assign the Intellectual Property to the Assignee.
- C. The parties wish to formalise the assignment of the Intellectual Property to the Assignee, on the terms and conditions set out in this Deed.

Operative part

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Preliminary

1.1 Definitions

In this Deed:

**Assets** has the same meaning as set out in the Business and Assets Sale Agreement;

**Business and Assets Sale Agreement** means the agreement described in Recital B;

**Business** has the same meaning as set out in the Business and Assets Sale Agreement;

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Adelaide, South Australia;

**Business Name** means the business name "KATNOOK ESTATE" registered to the Assignor;

**Completion** has the same meaning as set out in the Business and Assets Sale Agreement;

**Copyright** means copyright in:

(a) any and all works and other subject matter, including packaging, advertising or other materials;

(i) for which any of the Trade Marks are, or have been, used; and

- (ii) which are, or have been, used solely in connection with the Assets or the Business; and
- (b) any other works or subject matter created or used solely in connection with the Assets or the conduct of the Business,

being the exclusive right to do, and to authorise others to do, any and all acts vested in the owner of copyright at common law and pursuant to the Copyright Act and its equivalent laws in any jurisdiction (except in respect of Moral Rights);

**Copyright Act** means the *Copyright Act 1968* (Cth);

**Databases** means rights of the Assignor in all databases, spreadsheets, tables and other records maintained in physical copy or electronic format (to the extent applicable) which are created, updated and/or maintained by or on behalf of the Assignor for the sale of wine (including the Wine Stock as defined in the Business and Assets Sale Agreement) conducted via the Katnook cellar door or online through the Katnook websites (see Domain Names) but only to the extent such rights have been used solely in connection with the Assets or the conduct of the Business;

**Deed** means this deed of assignment of intellectual property;

**Domain Names** means the contractual rights and interests of the Assignor in the URLs set out in Schedule 4;

**Encumbrance** has the same meaning as set out in the Business and Assets Sale Agreement;

**Goodwill** means all of the goodwill accrued by or on behalf of the Assignor arising from trade in the particular goods and services for which the Trade Marks have been used and, in respect of the Unregistered Trade Marks, the parties acknowledge and agree that goodwill of the Business transfers to the Assignee with effect from Completion;

**Intellectual Property** means:

- (a) the Registered Trade Marks listed in Schedule 1;
- (b) the Unregistered Trade Marks listed in Schedule 2;
- (c) the Goodwill accruing from use of the Registered Trade Marks and Unregistered Trade Marks described in paragraphs (a) and (b) above;
- (d) the Domain Names listed in Schedule 4;
- (e) the Business Name;
- (f) the Copyright of which the Assignor is the legal and beneficial owner;
- (g) the Databases of which the Assignor is the legal and beneficial owner;
- (h) the Social Media Accounts of which the Assignor is the legal and beneficial owner;
- (i) all trade dress, trade insignia, get up, product formulae or trade secrets in Katnook products of which the Assignor is the legal and beneficial owner; and

all cause of action, choses of action and other rights which have accrued to the Assignor from the use or ownership of the intellectual property rights described in paragraphs (a) to (i) inclusive above;

**Moral Rights** means moral rights as described in the *Copyright Act* and any analogous rights arising under statute or common law that exist, or may come to exist, in any jurisdiction, associated with the Copyright;

**Parties** means the parties to this Deed;

**Registered Trade Marks** means the trade marks the subject of the registrations set out in Schedule 1, as well as the Assignor's:

- (a) rights in and to those registrations;
- (b) colour variations of those trade marks;
- (c) rights to apply for renewal of those trade marks;
- (d) other legal and equitable rights in and to those trade marks;

**Social Media Accounts** means the contractual rights and interests of the Assignor in the social media accounts set out in Schedule 3, to the extent that they are capable of assignment;

**Trade Marks** means the Registered Trade Marks and the Unregistered Trade Marks, collectively;

**Trade Marks Act** means the *Trade Marks Act 1995* (Cth); and

**Unregistered Trade Marks** means all unregistered and common law equivalents of the trade marks set out in Schedule 2, as well as the Assignor's:

- (a) rights in and to those trade marks;
- (b) colour variations of those trade marks;
- (c) rights to apply for registration of any of those trade marks; and
- (d) other legal and equitable rights in and to those trade marks.

## 1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) words used in this Deed which are not otherwise defined in this Deed have the same meaning as set out in the Business and Assets Sale Agreement;
- (b) a word importing the singular includes the plural and vice versa;
- (c) words denoting individuals shall include corporations, firms, authorities, associations (whether incorporated or unincorporated) and instrumentalities;
- (d) the headings used in this Deed are for convenience only and shall not affect the interpretation of this Deed;
- (e) references to clauses are to clauses of this Deed;
- (f) the Schedules form part of this Deed;
- (g) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (h) a reference to a Party to this Deed includes the Party's executors, administrators, successors, permitted assigns and substitutes;
- (i) 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
- (j) 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**

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With effect from Completion the Assignor assigns to, and the Assignee accepts all rights, title and interest in and to the Intellectual Property, free from any Encumbrances.

## **3. Assignor Not to Use or Register Trade Marks**

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On and from the date of Completion, the Assignor:

- (a) will cease to, and will not at any future time, use;
- (b) will not register, or apply to register;
- (c) will not oppose, challenge, seek to remove or cancel on the grounds of non-use; and
- (d) will not assist any third party to undertake any of the acts described in clauses 3(a) to 3(c) inclusive in respect of,

the Trade Marks, or any other sign or trade mark which is substantially identical, or deceptively similar, to the Trade Marks except with the express written consent of the Assignee.

## **4. Documents and information**

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The Assignor shall execute all necessary documents, provide all necessary information and consents and do all other things reasonably required and permitted by law, so as to:

- (a) effectively assign the Assignor's rights, title and interest in and to the Intellectual Property to the Assignee;
- (b) enable the Assignee to be recorded as the owner of each of the registrations comprised in the Registered Trade Marks;
- (c) cancel the authorisation of any authorised user of any of the Trade Marks;
- (d) enable the Assignee to assume and be formally recorded as the registrant of the Domain Names;
- (e) enable the Assignee to assume absolute control and registration of each of the Social Media Accounts; and
- (f) enable the Assignee to utilise and access each of the Databases and all information within them.

## **5. Notices**

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Any notice required to be given under this Deed by any Party to another Party shall:

- (a) be in writing to the address of the intended recipient shown in this Deed or to such other address as has been most recently notified in writing by the intended recipient to the sender;
- (b) be signed by a person duly authorised by the sender; and
- (c) shall be deemed to have been given and served:
  - (i) where delivered by hand, at the time of delivery;
  - (ii) where delivered by email, on receipt by the sender of a successful transmission control report or delivery notification from the transmitting machine, indicating that the transmission has been made without error or rejection; and
  - (iii) where delivered by mail, 2 Business Days after the date of posting,



but if such delivery or receipt is not on a business day in the place of receipt or is later than 5.00 pm (local time) on any day, the notice shall be deemed to have been given and served on the next business day in the place of receipt.

**6. Costs**

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Subject to clause 7, 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.

**7. Stamp Duty**

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All stamp duty assessed on or in respect of this Deed shall be paid by the Assignee. The Assignee will be responsible for arranging any stamping of this Deed required by law.

**8. Law**

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

**9. Further Assurances**

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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.

**10. Amendments**

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

**11. Entire agreement**

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This Deed (together with the Business and Assets Sale Agreement) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior agreements and understandings.

**12. Counterparts**

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- (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).

**Schedule 1**  
**Registered Trade Marks**

Australia

Trademark	Country	Priority/Basis Number/Date	Application Number/ Date	Registration Number/ Date	Class	Goods and Services	Owner	Status
10 ACRES	Australia		1676121 12-Oct-15	1678121 23-Mar-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 20 February 2025
AMARA VINEYARDS	Australia		1377930 16-Aug-10	1377930 24-Mar-11	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 18 August 2020
KATNOOK	Australia		359248 16-Apr-81	359248 8-Dec-83	33	Wines, spirits and liquors	Wingara Wine Group Pty Ltd	Registered Next Renewal – 16 April 2022
KATNOOK 10 ACRES	Australia		1231824 27-Mar-08	1231824 5-Nov-08	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 27 March 2026
KATNOOK ESTATE THE CALEDONIAN	Australia		1267047 13-Oct-06	1267047 20-May-09	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 13 October 2026
KATNOOK FOUNDER'S BLOCK	Australia		1010348 9-Jul-04	1010349 9-Jul-04	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 09 July 2024
KATNOOK ODYSSEY	Australia		1918954 10-Apr-16	1918954 7-Nov-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 10 April 2028
KATNOOK SQUIRE'S	Australia		1894685 10-Oct-15	1894685 18-May-15	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 10 October 2026
MILLCENT ROAD	Australia		1395192 18-Nov-10	1395192 27-Jun-11	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 18 November 2020
ODYSSEY	Australia		720501 29-Oct-96	720501 4-Sep-97	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 29 October 2026
ORPHEUS	Australia		812635 4-Nov-99	812635 15-Dec-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 04 November 2029
PRODIGY	Australia		812634 4-Nov-99	812634 22-Dec-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 04 November 2029
SQUIRE'S BLEND	Australia		1744476 5-Jan-16	1744476 17-Aug-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 5 January 2026
THE BRICKMAKER	Australia		1196040 30-2007	1196040 22-Apr-08	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 30 August 2027

Canada

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOCK 10 ACRES	Canada		1808345 8-Nov-16	994670 17-Apr-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 17 April 2033
KATNOCK ESTATE	Canada		869971 20-Feb-98	TMA537784 27-Nov-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 27 November 2030
KATNOCK ESTATE ODYSSEY	Canada		1389541 29-Oct-07	TMA742428 23-Jun-08	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 23 June 2024
KATNOCK FOUNDER'S BLOCK	Canada	1010349 8-Jul-04	1242909 7-Jan-05	TMA707903 8-Feb-08	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 8 February 2023
PRODIGY	Canada	AU612634 4-Nov-99	1055513 16-Apr-00	TMA558434 25-Feb-02	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 25 February 2032

China

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK	China	NZ246336 20-Apr-95	950123281 20-Apr-97	986727 20-Apr-97	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 20 April 2027
KATNOOK ESTATE	China		5151383 8-Feb-06	5151383 21-Jan-09	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 20 January 2028
ODYSSEY	China		5151385 8-Feb-06	5151385 28-Dec-11	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 27 December 2021
PRODIGY	China	AU612634 4-Nov-98	2000056258 27-Apr-06	1643535 28-Sep-01	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 27 September 2021

佳诺酒庄 (KATNOOK ESTATE)	China		8534759 02-Aug-2019	8534759 27-Apr-2018	33	fruit extracts, alcoholic aperitifs; wine, alcohol (beverages); alcoholic beverages; alcoholic beverages containing fruit; sparkling wine	Wingara Group Pty Ltd	Registered Next renewal - 20 August 2021
佳诺 (KATNOOK)	China		21670383 26-Oct-16	21670383 6-Sep-18	33	Wines	Wingara Group Pty Ltd	Registered Next renewal - 6 September 2028

#### European Union

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ESTATE	European Union		2312056 20-Jul-01	2312056 17-Feb-05	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 20 July 2021
PRODIGY	European Union	AU812634 4-Nov-99	1617406 18-Apr-00	1617406 18-Apr-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 16 April 2030

#### Germany

KATNOOK	Germany		301378053 21-Jun-01	DE30137805 11-Sep-01	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 21 June 2021
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#### Hong Kong

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK FOUNDER'S BLOCK	Hong Kong	AU1010348 9-Jul-04	300350478 7-Jan-05	300350478 7-Jan-05	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 6 January 2025

#### Indonesia

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ESTATE	Indonesia		D062011 007295 25-Feb-11	IDM00373846 30-Oct-12	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 25 February 2021
KATNOOK FOUNDER'S BLOCK	Indonesia		D002011 007297 25-Feb-11	IDM00373838 30-Oct-12	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 25 February 2021

#### Japan

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ESTATE	Japan		11-42700 13-May-09	4400749 14-Jul-00	33	Wine, fruit wine and foreign liquors	Wingara Wine Group Pty Ltd	Registered Next Renewal - 14 July 2030
PRODIGY	Japan	AU812634 4-Nov-99	2000-41887 19-Apr-00	4437227 1-Dec-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 01 December 2020

#### Mexico

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ESTATE	Mexico		1696438 7-Jan-16	1640066	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 7 January 2026

#### New Zealand

Trademark	Country	Priority Date (if applicable)	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK	New Zealand		248337 20-Apr-96	248337 17-Dec-96	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 20 April 2026
KATNOOK FOUNDER'S BLOCK	New Zealand	AL11010349 8-Jul-04	723705 10-Jan-05	723705 14-May-05	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 08 July 2024
		AU612634	612827	612827			Wingara Wine Group	Registered

PRODIGY	New Zealand	4-Nov-99	19-Apr-00	12-Jul-01	33	Wines	Wingara Wine Group Pty Ltd	Next Renewal – 04 November 2026
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**Switzerland**

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ESTATE	Switzerland		049332/1999 4-Jun-99	467042 25-Nov-98	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 04 June 2028
ODYSSEY (stylised)	Switzerland		049333/1999 4-Jun-99	466414 4-Jun-99	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 04 June 2028
PRODIGY	Switzerland	AU812634 4-Nov-99	04724/2000 18-Apr-00	477342 18-Apr-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal – 18 April 2030

**United Kingdom**

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
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KATNOOK	United Kingdom		2019451 1-May-95	2019451 29-Mar-96	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 01 May 2025
KATNOOK 10 ACRES	United Kingdom		2483517 28-Mar-08	2483517 8-Aug-08	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 28 March 2028
ODYSSEY	United Kingdom	AU729501	2129620 29-Oct-95	2129620 15-Apr-97	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 15 April 2027

**United States of America**

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ESTATE	United States of America		74708742	29-Jul-97	33	Alcoholic beverages, namely, wines	Wingara Wine Group Pty Ltd	Registered
			13-Jul-95	2084598				Next Renewal - 29 July 2027
			88/531559	4875885				Registered

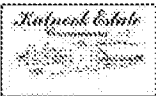
KATNOOK FOUNDER'S BLOCK	United States of America		11-Feb-15	22-Dec-15	33	Wines	Wingara Wine Group Pty Ltd	Affidavit of Use due from 22 December 2020 Next Renewal -- 22 December 2025
<b>ODYSSEY</b>	United States of America	AU726561	75/257713	2344297	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 25 April 2030
PRODIGY	United States of America	AU7612534	76/038298	2629935	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 08 October 2022

#### International Registration

Trademark	Country	Priority Basic Number (2016)	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
KATNOOK ODYSSEY	European Union	Based on AU1918954	1402742 17-Apr-18	1402742 24-May-18	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 17 April 2028
KATNOOK ODYSSEY	Japan	Based on AU1918954	1402742 17-Apr-18	1402742 24-May-18	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 17 April 2028
KATNOOK FOUNDER'S BLOCK	Switzerland	Based on AU1010349	844390 7-Jan-05	844390 7-Jan-05	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 7 January 2025
KATNOOK FOUNDER'S BLOCK	China	Based on AU1010349	844390 7-Jan-05	844390 7-Jan-05	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 7 January 2025
KATNOOK FOUNDER'S BLOCK	Japan	Based on AU1010349	844390 7-Jan-05	844390 7-Jan-05	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 7 January 2025
10 ACRES	China	Based on 1676121	(IR 1267211) 18-Aug-15	1267211 8-Oct-15	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 18 August 2025
10 ACRES	United Kingdom	Based on 1676121	(IR 1267211) 18-Aug-15	1267211 18-Aug-15	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 18 August 2025
10 ACRES	Japan	Based on 1676121	(IR 1267211) 18-Aug-15	1267211 25-Feb-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal -- 18 August 2025

## Schedule 2

## Unregistered Trade Marks

Reference	Trade mark	Number
1.	Katnook Estate Coonawarra	359245
2.	Katnook Estate Coonawarra 	359250
3.	Katnook Estate Yallum	1003220
4.	Katnook Estate Terra Rossa	1006156
5.	The common law equivalents of each of the Registered Trade Marks.	

**Schedule 3**

**Social Media Accounts**

Reference	Platform	User/Account Name
1.	Facebook	Page located at <a href="http://www.facebook.com/katnookestatewines">www.facebook.com/katnookestatewines</a>
2.	Twitter	Handle is @Katnook
3.	Instagram	Handle is @Katnookwine

## Schedule 4

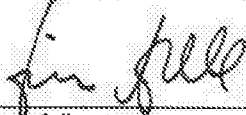
### Domain Names

Domain	Expiry Date	Registrar
katnook.com.au	28/10/2024	GoDaddy
katnookestate.com.au	23/06/2022	GoDaddy
katnookestate.com	27/05/2021	Melbourne IT
coonawarracabernet.com	26/04/2021	Melbourne IT

Executed by the parties as a deed

Assignor

Executed by Wingara Wine Group Pty Ltd ACN 006 350 787 in accordance with section 127(1) of the Corporations Act:

  
Signature of director

Thomas Schell  
Name (please print)

  
Signature of director/secretary

CHRISTOPHER PIKE  
Name (please print)

Assignee

Executed by Accolade Wines Australia Limited ACN 008 273 907 in accordance with section 127(1) of the Corporations Act:

Signature of director

Name (please print)

Signature of director/secretary

Name (please print)

Executed by the parties as a deed

Assignor

Executed by Wingara Wine Group Pty Ltd ACN 006 350 787 in accordance with section 127(1) of the Corporations Act:

\_\_\_\_\_  
Signature of director

← \_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name (please print)

← \_\_\_\_\_  
Name (please print)

Assignee

Executed by Accolade Wines Australia Limited ACN 008 273 907 in accordance with section 127(1) of the Corporations Act:

\_\_\_\_\_  
Signature of director

← \_\_\_\_\_  
Signature of director/secretary

JASON DULDIG  
\_\_\_\_\_  
Name (please print)

GIUSEPPE RUSSO  
\_\_\_\_\_  
Name (please print)