

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746747

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900691983

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE THOMAS FAMILY AND FRIENDS WINE COMPANY PTY LIMITED		04/22/2022	LIMITED COMPANY: AUSTRALIA

RECEIVING PARTY DATA

Name:	Greystone Wines Limited
Street Address:	376 OMIHI ROAD STATE HIGHWAY
City:	WAIPARA, NORTH CANTERBURY
State/Country:	NEW ZEALAND
Postal Code:	7843
Entity Type:	Limited Company: NEW ZEALAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3419185	MUDDY WATER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6154690438
Email: randy@trusttree.com
Correspondent Name: Randy Michels
Address Line 1: 798 Berry Road #41400
Address Line 4: Nashville, TENNESSEE 37204

NAME OF SUBMITTER:	Randy Michels
SIGNATURE:	/JRM/
DATE SIGNED:	08/08/2022

Total Attachments: 6

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Trade Mark

Deed of Assignment

The Thomas Family and Friends

Wine Company Pty Limited

and

Greystone Wines Limited

James & Wells
Private Bag 3140
Level 12, KPMG Centre
85 Alexandra Street,
Hamilton

TRADEMARK
REEL: 007781 FRAME: 0640

DEED dated

9 December 2021

The Thomas Family and Friends Wine Company Pty Limited of 376 Omihi Road, State Highway, Waipara, North Canterbury 7843, New Zealand (the Assignor),

and

Greystone Wines Limited of 376 Omihi Road, State Highway, Waipara, North Canterbury 7843, New Zealand (the Assignee).

Introduction

- A. The Assignor is the registered proprietor of the Trade Marks.
- B. The Assignor has agreed to assign and transfer, and the Assignee has agreed to accept, all of the Assignor's rights, title and interest in and to the Trade Marks on the terms and conditions set out in this deed.

Covenants

1. Definition

- 1.1 In this deed, including the introduction, the following words have the following meanings:

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

Effective Date means the date of signing of this deed by the Assignor;

Trade Mark means the trade mark set out in the Schedule, including any registrations or applications for that trade marks.


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


Trade Mark Rights means (without limitation):

- a. the Trade Mark;

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Trade Mark Deed of Assignment

Initialed by: 



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TRADEMARK
REEL: 007781 FRAME: 0641

- b. the Copyright;
- c. the Goodwill; and
- d. any variation of the Trade Mark previously used by the Assignor (whether registered or not); and

2. Assignment

- 2.1 In consideration of the sum of NZ\$10.00 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns from the Assignor to the Assignee all of the Assignor's rights, title and interest in and to the Trade Mark.
- 2.2 The assignment effected by clause 2.1 includes, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark 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. Further actions by the Assignor


- 3.1 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 record this assignment or otherwise carry out the purposes and intent of this deed.


4. General

- 4.1 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.
- 4.2 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 submit to the non-exclusive jurisdiction of the Courts of New Zealand.

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Trade Mark Deed of Assignment

Initialed by: 

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SIGNED AS A DEED

Signed on behalf of the Assignor,
The Thomas Family and Friends Wine
Company Pty Ltd, by:

Thomas
Signature of Director/Authorised Signatory

Peter Thomas
Name of Director/Authorised Signatory

Signature of Director/Authorised Signatory

Name of Director/Authorised Signatory

22 APRIL 2022
Date of signing

WITNESS

Signature: *Jenny Dutton*

Name: Jenny Dutton

Address: 6 Seaward Street, Pegasus

Occupation: Commerical Manager

Signed on behalf of the Assignee,
Greystone Wines Limited, by:

Thomas
Signature of Director/Authorised Signatory

PETER THOMAS
Name of Director/Authorised Signatory

Signature of Director/Authorised Signatory

Name of Director/Authorised Signatory

22 APRIL 2022
Date of signing

Trade Mark Deed of Assignment

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Initialled by:
PT
TD

903191

WITNESS

Signature:

Jenny Dutton

Name:

Jenny Dutton

Address:

6 Seaward Street, Pegasus

Occupation:

Commerical Manager

Initialed by:

J

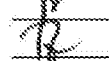
Schedule

Country	Number	Trade Mark	Class and goods/services
United States	3419185	MUDDY WATER	33: Wine

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Trade Mark Deed of Assignment

Initialed by:



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