

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shingleback Wine Pty Ltd.		08/09/2022	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Endeavour Group Limited		
Street Address:	26 Waterloo Street, Level 1		
City:	Surry Hills		
State/Country:	AUSTRALIA		
Postal Code:	NSW2010		
Entity Type:	Public Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76525372	SHINGLEBACK	
Serial Number:	78557883	RED KNOT	
Serial Number:	86871589	DAVEY FAMILY AFICIONADO	
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) 873-6120		
Email:	stacy@stacygrossmanlaw.com		
Correspondent Name:	Stacy J. Grossman		
Address Line 1:	Law Office of Stacy J. Grossman PLLC		
Address Line 2:	500 Mamaroneck Avenue, Suite 320		
Address Line 4:	Harrison, NEW YORK 10528		
NAME OF SUBMITTER:	Stacy J. Grossman		
SIGNATURE:	/Stacy J. Grossman/		
DATE SIGNED:	09/06/2022		
Total Attachments: 10			
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**CONFIRMATORY INTELLECTUAL PROPERTY
DEED OF ASSIGNMENT**

Shingleback Wine Pty Ltd (ACN 092 588 639) ("**Assignor**")

Endeavour Group Limited (ACN 159 767 843) ("**Assignee**")

9 August 2022

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DETAILS

Parties

- (1) **Shingleback Wine Pty Ltd** [ACN 092 588 639] at 377 Little Road, Whites Valley, SA, 5172 (**Assignor**)
- (2) **Endeavour Group Limited** [ACN 159 767 843] at Level 1, 26 Waterloo Street, Surry Hills NSW 2010 (**Assignee**)

Recitals

- (A) The Assignor owns the Intellectual Property Rights set out at Schedule 1.
- (B) Pursuant to the terms of the Asset Purchase Agreement, executed by, amongst others, Assignor and Assignee on 3 August 2022, the Assignor has agreed to assign to the Assignee, its right, title and interest in the relevant Business IP set out in Schedule 1 to this deed.
- (C) This deed confirms the assignments referred to in Recital B.

Date of deed

See Signing page

GENERAL TERMS

1. Definitions and interpretation

- 1.1 Capitalised terms or expressions used in this agreement have the meaning set out in this clause.

Asset Purchase Agreement has the meaning given to it in Recital B.

Business has the meaning given to it in the Asset Purchase Agreement.

Business IP means any and all Intellectual Property Rights, whether registered or unregistered, in the Intellectual Property Assets, including the Trade Marks, Names and Copyright set out in Schedule 1.

Completion has the meaning given to it in the Asset Purchase Agreement.

Intellectual Property Assets has the meaning given to it in the Asset Purchase Agreement.

Intellectual Property Rights has the meaning given to it in the Asset Purchase Agreement.

- 1.2 In this deed, unless the contrary intention appears or context otherwise requires, capitalised terms not otherwise defined in this deed have the meanings given to those

terms in the Asset Purchase Agreement and the rules of interpretation set out in the Asset Purchase Agreement apply to this deed as if set out in full in this deed.

2. Assignment

2.1 For the consideration set out in Asset Purchase Agreement and subject to and with effect from Completion, the Assignor confirms the assignment to the Assignee of all of its right, title and interest in the relevant Business IP, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all goodwill attaching to the Trade Marks and that part of the Assignor's business that relates to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) all rights of action (past or present) against any third party in respect of any infringement or alleged infringement, or any other cause of action arising from ownership of any of the Business IP by that third party and to retain any relief (including damages or an account of profits) recovered from such action.

3. Further action

Each party must promptly do all things (including completing and signing all documents) reasonably requested by the other party that are necessary or desirable to give full effect to this deed and the transactions contemplated by it.

4. No waiver

- 4.1** No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this deed unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- 4.2** Words or conduct referred to in clause 4.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

5. Variation

An amendment or variation of any term of this deed must be in writing and signed by each party.

6. Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this deed by signing any counterpart. The date on which the last counterpart is executed is the date of this deed.

7. Governing law and jurisdiction

7.1 This deed is governed by the law in force in South Australia, Australia.

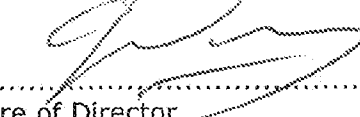
7.2 Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in South Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.

7.3 To the full extent permitted by applicable law, each party irrevocably waives any right it has to object to the venue of any legal process in the courts described in clause 7.2 on the basis that:

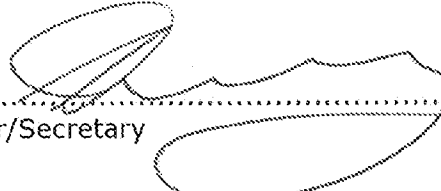
- (a) any proceeding arising out of or in connection with this deed has been brought in an inconvenient forum; or
- (b) the courts described in clause 7.2 do not have jurisdiction.

Executed as a deed

EXECUTED by **Shingleback Wine Pty Ltd**
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth):


.....
Signature of Director

JOHN DAVEY
.....
Name of Director (block letters)

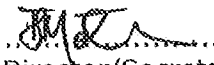

.....
Director/Secretary

JOHN DAVEY
.....
Name of Director/Secretary (block letters)

EXECUTED by **Endeavour Group Limited**
in accordance with Section 127(1) of the
Corporations Act 2001:


.....
Signature of Director

STEPHEN DONOHUE
.....
Name of Director (block letters)


.....
Director/Secretary

Taryn Morton
.....
Name of Director/Secretary (block letters)

Date: 9 Aug 2022

Schedule 1

1. Trade marks

1.1 Registered Australian trade marks

Name / Mark	Type	Registration Number	Filing Date	Class	Status	Country
The Privateer	Name Only	1519343	15/10/2012	33	Approved	Australia
Triumvirate	Name Only	1529136	3/12/2012	33	Approved	Australia
Kitchen Garden	Name Only	1529115	3/12/2012	33	Approved	Australia
Stone Dragon	Name Only	1551286	11/04/2013	33	Approved	Australia
Haycutters	Name & Logo	1577349	29/08/2013	33	Approved	Australia
White Knot	Name Only	1023559	10/02/2005	33	Approved	Australia
Pink Knot	Name Only	1038867	25/01/2005	33	Approved	Australia
Black Bubbles	Name Only	1040873	8/02/2005	33	Approved	Australia
Davey Family Aficionado	Name Only	17084808	20/07/2015	33	Approved	Australia
Red Knot Classified	Name Only	1710088	28/07/2015	33	Approved	Australia
The Gate	Name Only	1185966	10/07/2007	33	Approved	Australia
Shingleback	Name & Logo (Lizard)	1199253	17/09/2007	33	Approved	Australia
Red Knot	Name & Logo (knot)	1201407	27/09/2007	33	Approved	Australia
The BIO PROJECT	Name Only	2081954	16/04/2020	33	Approved	Australia

Confirmatory intellectual property assignment deed

Name / Mark	Type	Registration			Status	Country
		Number	Filing Date	Class		
GOLDEN LINK	Name Only	2099196	26/06/2020	33	Approved	Australia
RED KNOT	Name Only	974678	20/10/2003	33	Approved	Australia
Shingleback	Name Only	898136	15/12/2001	33	Approved	Australia

1.2 Registered International trade marks

Name / Mark	Type	Registration Number	Filing Date	Class	Status	Country
Shingleback	Name Only	2844573	25/05/2014	33	Approved	USA
Shingleback	Name Only	TMA717349	11/05/2020	33	Approved	Canada
Red Knot	Name Only	TMA717350	11/05/2020	33	Approved	Canada
Shingleback	Name Only	732387	8/07/2015	33	Approved	New Zealand
Red Knot	Name Only	732386	8/07/2015	33	Approved	New Zealand
Shingleback	Name Only	4671103	6/10/2015	32 & 33	Approved	Europe
Red Knot	Name Only	4671111	6/10/2015	33	Approved	Europe
Red Knot	Name Only	3050756	24/01/2016	33	Approved	USA
Davey Family Aficionado	Name Only	5234794	4/07/2017	33	Approved	USA
Red Knot	Name Only	32661024	13/04/2019	33	Approved	China
Shingleback	Name Only	32641230	13/04/2019	33	Approved	China
Red Knot Classified	Name Only	32863756	13/04/2019	33	Approved	China

Confirmatory intellectual property assignment deed

1.3 **Unregistered trade marks**

The following trademarks:

UNEDITED, U BLOCK, DAVEY ESTATE, AMBASSADOR, AMBASSADOR A+, NX GEN, DAVEY BROTHERS, EL CAPITAN, LOCAL HEROES, VIN VALE

2. **Names**

2.1 **Domain Names**

Domain name	Registrant	Expiry Date
Shingleback.com.au	Digital Republic	Active
Redknot.com.au	Digital Republic	Active
Daveyfamilywines.com.au	Digital Republic	Active

2.2 **Business Name**

Business name	Number	Registration Date	Status	Expiry Date
Shingleback Wine	N/a	On Completion	Unregistered	n/a
Shingleback Cellar Door	BN04823590	11 August 2008	Registered	11/01/2023
Davey Family Wines	BN04425900	18 February 2005	Registered	17/02/2023

Confirmatory intellectual property assignment deed

3. COPYRIGHT

COPYRIGHT IN THE DEVICES, IMAGES AND LABELS BELOW:

Any and all wine labels using any of the Trade Marks and Business Names

Confirmatory intellectual property assignment deed