

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM862836

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900822156

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accolade Wines Australia Limited		10/25/2023	Limited: AUSTRALIA

RECEIVING PARTY DATA

Name:	Handpicked Vineyards (Arras) Pty Ltd
Street Address:	31 Market Street
City:	Sydney
State/Country:	AUSTRALIA
Postal Code:	2000
Entity Type:	Proprietary Limited Company: AUSTRALIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6895882	ARRAS
Registration Number:	6895883	HOUSE OF ARRAS

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.

Email: trademark@morrisoncooper.com

Correspondent Name: Sean Ulrich

Address Line 1: 10900 Wilshire Blvd. Ste. 930

Address Line 4: Los Angeles, CALIFORNIA 90024

NAME OF SUBMITTER:	Julia Skyhar
SIGNATURE:	/julia skyhar/
DATE SIGNED:	12/21/2023

Total Attachments: 14

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THOMSON GEER

LAWYERS

Level 7, 19 Gouger Street
Adelaide SA 5000 Australia

T +61 8 8236 1300 | F +61 8 8232 1961

Trade Mark Assignment Deed

between

Accolade Wines Australia Limited
ACN 008 273 907
(Assignor)

and

Handpicked Vineyards (Arras) Pty Ltd
ACN 670 759 118
(Assignee)

This deed is made on

25 October

2023

between **Accolade Wines Australia Limited** ACN 008 273 907 of Level 10, 10 Franklin Street, Adelaide SA 5000

(Assignor)

and **Handpicked Vineyards (Arras) Pty Ltd** ACN 670 759 118 of Level 33, 31 Market Street, Sydney NSW 2000

(Assignee)

Recitals

- A The Assignor is the owner of the Trade Marks.
- B Pursuant to the Asset Sale and Purchase Agreement, the Assignor has agreed to assign to the Assignee, and the Assignee accepts, all of the Assignor's rights, titles and interests in and to the Trade Marks, on the terms and subject to the conditions set out in this deed.

Now it is agreed as follows:

1 Definitions and interpretations

1.1 Definitions

In this deed:

Asset Sale and Purchase Agreement means the agreement of sale between Accolade Wines Australia Limited (ACN 008 273 907) and Handpicked Vineyards Pty Ltd (ACN 670 759 118) dated 27 August 2023 to which this deed is attached;

Business Day means a day on which the banks are open for business in South Australia, Australia other than a Saturday, Sunday or public holiday in South Australia, Australia;

Corporations Act means the *Corporations Act 2001* (Cth);

Trade Marks means all of the registered trade marks specified in Schedule 1.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;
 - (iii) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - (iv) a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
 - (v) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

- (vi) a person includes their legal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (vii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (viii) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
- (ix) time is a reference to legal time in Tasmania, Australia;
- (x) a reference to a day or a month means a calendar day or calendar month;
- (b) unless expressly stated, no party enters into this deed as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (e) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day, act or event;
- (h) if the last day for doing an act is not a Business Day, the act must instead be done on the next Business Day;
- (i) where there are two or more persons in a party, each are bound jointly and severally; and
- (j) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.

2 Recitals

The parties mutually acknowledge and agree that the Recitals are true and correct in every material particular and form part of this deed.

3 Assignment

The Assignor hereby assigns to the Assignee for the consideration expressed in the Asset Sale and Purchase Agreement:

- (a) its full right, title and interest in and to the Trade Marks;
- (b) all rights, powers, liberties and immunities arising from registration of the Trade Marks; and

- (c) the goodwill associated with the Assignor's trade in the goods/services in relation to which the Trade Marks have been used.

4 Further Documents and Assurances

- (a) Each party must execute all documents and do all things necessary to effect the registration of this assignment of the Trade Marks and the registration of the Assignee as the registered proprietor of the Trade Marks by the Registrar of Trade Marks in all jurisdictions in which they are registered.
- (b) The Assignee will be responsible for registration of any document required under clause (a).

5 GST

- (a) In this clause an expression an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given to it in that Act.
- (b) If a party makes a supply under or in connection with this deed in respect of which GST is payable, then subject to any other provision to the contrary in this deed, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.
- (c) A party need not make a payment for a taxable supply under or in connection with this deed until it receives a tax invoice for the supply.

6 Notices

6.1 Service of Notices

- (a) A notice under this deed must be in writing and signed by or on behalf of the sender addressed to the recipient and:
- (i) delivered by personal service;
 - (ii) sent by pre-paid mail; or
 - (iii) transmitted by e-mail,
- to the recipient's address set out in this deed.
- (b) A notice given to a person in accordance with this clause is treated as having been given and received:
- (i) if delivered in person, on the day of delivery;
 - (ii) if sent by pre-paid mail within Australia, on the third Business Day after posting;
 - (iii) if sent by pre-paid airmail to an address outside Australia or from outside Australia, on the fifth Business Day (at the address to which it is posted) after posting; and
 - (iv) if transmitted by email, on the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered,

except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.

- (c) A party may change its address for service by giving notice of that change to the other party.
- (d) The provisions of this clause 6.1 are in addition to any other mode of service permitted by law.

6.2 Assignor's address

The Assignor's address for service and electronic mail address are:

Name: Accolade Wines Australia Limited
 Attention: Danielle Arnfield – Head of Legal
 Address: Level 10, 10 Franklin Street, Adelaide SA 5000
 Email address: danielle.arnfield@accoladewines.com
 (with copy to: contracts@accoladewines.com)

6.3 Assignee's address

The Assignee's address for service and electronic mail address are:

Name: Handpicked Vineyards Pty Ltd
 Attention: Riewanto Kwok
 Address: Level 33, 31 Market Street, Sydney NSW 2000
 Email address: riewanto@dmqfinewine.com.au
 (with copy to: rkok@robertjkok.com.au)

7 General

7.1 Legal costs

Except as expressly stated otherwise in this deed, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this deed.

7.2 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in Tasmania, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

7.3 Severability

- (a) Subject to clause 7.3(b), if a provision of this deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this deed
- (b) Clause 7.3(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this deed; or

- (B) the relative commercial or financial positions of the parties; or
- (ii) would be contrary to public policy.

7.4 Rights cumulative

Except as expressly stated otherwise in this deed, the rights of a party under this deed are cumulative and are in addition to any other rights of that party.

7.5 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

7.6 Amendment

This deed may only be varied or replaced by a deed executed by the parties.

7.7 Electronic execution and counterparts

- (a) The parties acknowledge and agree that:
 - (i) a party may sign this deed electronically and bind itself to this deed by executing in that manner; and
 - (ii) a party's signature (whether affixed to this deed electronically or in handwriting) may be witnessed remotely in accordance with any applicable laws.
- (b) A party whose signature appears in this deed (whether affixed electronically or in handwriting) acknowledges that it is their signature and that such party affixed (or expressly authorised the affixing of) their signature to this deed.
- (c) This deed may be executed in any number of counterparts, each of which:
 - (i) may be executed electronically or in handwriting; and
 - (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.
- (d) Without limiting the foregoing, if the signatures of, or on behalf of, one party are on more than one copy of this deed, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of this deed and the parties acknowledge that each such copy executed by a company registered under the Corporations Act will have been executed in a manner consistent with section 127 of the Corporations Act.

7.8 Duty

The Assignee will be responsible for:

- (a) attending to stamping (within the time permitted by statute) of this deed and any document required by it;
- (b) all stamp duty payable in connection with this deed and any document required by it;
- (c) all fees payable in connection with the registration of any document required under clause 4(a).

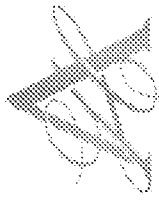
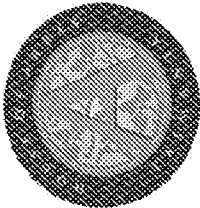
7.9 **Entire understanding**

- (a) This deed, together with the Asset Sale and Purchase Agreement:
 - (i) contains the entire understanding between the parties as to the subject matter of this deed; and
 - (ii) supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.
- (b) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this deed; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

Schedule 1

1 Trade Marks

The following trade marks:

Trade Mark	Country	Class	Filing Date	Number	Expiry Date	Comments
	Australia	Class 33: Sparkling wines; wine	25 May 2009	1300843	25 May 2029	
	Australia	Class 33: Sparkling wines; wine	10 July 2008	1250875	10 July 2028	
ARRAS	Australia	Class 33: Wines, table wines, sparkling wines, fortified wines	16 March 1999	788310	16 March 2029	
FURNEAUX	Australia	Class 33: Wine	10 January 2008	1216845	10 January 2028	


Trade Mark Assignment Deed

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Trade Mark	Country	Class	Filing Date	Number	Expiry Date	Comments
HOUSE OF ARRAS	Australia	Class 33: Sparkling wines	12 May 2008	1239797	12 May 2028	
ARRAS	Canada	Class 33: Low alcohol wine; wines, wine-based beverages and alcoholic wine-based beverages	2 July 2020	TMA11621 97	25 January 2033	
HOUSE OF ARRAS	Canada	Class 33: Low alcohol wine; wines, wine-based beverages and alcoholic wine-based beverages	2 July 2020	TMA11621 98	25 January 2033	
ARRAS	China	Class 33: Wines	13 December 2012	11886724	27 May 2024	
HOUSE OF ARRAS	China	Class 33: Wines	9 January 2018	28592660	6 March 2030	
艾朗仕	China	Class 33: Wines	13 December 2012	11886726	27 May 2024	Chinese characters for Arras

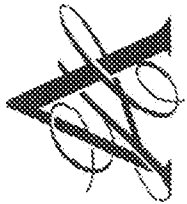
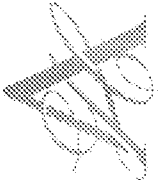

Trade Mark Assignment Deed

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Trade Mark	Country	Class	Filing Date	Number	Expiry Date	Comments
艾朗仕酒庄	China	Class 33: Wines	22 January 2018	26820536	6 January 2029	Chinese characters for House of Arras
	EUTM	Class 33: Wine; sparkling wine	10 October 2014	13347075	10 October 2024	
HOUSE OF ARRAS	EUTM	Class 33: Wine; sparkling wine	6 October 2014	13333612	6 October 2024	
ARRAS	Hong Kong	Class 33: Alcoholic beverages (except beers); wines	11 June 2021	305655178	10 June 2031	
ARRAS	New Zealand	Class 33: Wines	15 February 2008	784314	15 February 2028	
HOUSE OF ARRAS	South Korea	Class 33: Wines	9 March 2023	Application number: 40-2023-42669	N/A	This is an application only. It has not yet been accepted.

Trade Mark Assignment Deed

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Trade Mark	Country	Class	Filing Date	Number	Expiry Date	Comments
	United Kingdom	Class 33: Wine; sparkling wine	10 October 2014	913347075	10 October 2024	
	United Kingdom	Class 33: Wine; sparkling wine	1 June 2009	2517392	1 June 2029	Series mark
	United Kingdom	Class 33: Wines, table wines, sparkling wines, fortified wines	27 July 2007	2462654	27 July 2027	
ARRAS	United Kingdom	Class 33: Wine; sparkling wine	6 October 2014	913333612	6 October 2024	
HOUSE OF ARRAS	United Kingdom					

Trade Mark Assignment Deed

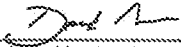
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Trade Mark	Country	Class	Filing Date	Number	Expiry Date	Comments
HOUSE OF ARRAS	United Kingdom	Class 33: Wine; sparkling wine	29 May 2009	2517240	29 May 2029	
ARRAS	United States	Class 33: Wines; Alcoholic beverages, except beer; Sparkling wines	19 June 2020	90010816	8 November 2032	
HOUSE OF ARRAS	United States	Class 33: Wines; Alcoholic beverages, except beer; Sparkling wines	19 June 2020	90010848	8 November 2032	

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Executed as a deed

Executed as a deed by **Accolade Wines
Australia Limited** ACN 008 273 907 in
accordance with section 127 of the
Corporations Act 2001 (Cth):


Derek Nicol (Oct 23, 2021 14:55 GMT+10)

Director

Derek Nicol

Name of Director
BLOCK LETTERS

Danielle Arnfield

*Director/*Company Secretary

Danielle Arnfield

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed as a deed by **Handpicked
Vineyards (Arras) Pty Ltd** ACN 670 759 118
in accordance with section 127 of the
Corporations Act 2001 (Cth):

Director

Name of Director
BLOCK LETTERS

*Director/*Company Secretary

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed as a deed

Executed as a deed by **Accolade Wines
Australia Limited** ACN 008 273 907 in
accordance with section 127 of the
Corporations Act 2001 (Cth);

Director

~~Director~~ *Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of ~~Director~~ *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed as a deed by **Handpicked
Vineyards (Arras) Pty Ltd** ACN 670 759 118
in accordance with section 127 of the
Corporations Act 2001 (Cth);

Director

~~Sole Director~~ *Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of ~~Director~~ *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate