

UNITED STATES**REVOCATION****AND****NEW POWER OF ATTORNEY**Mark: **FLAME OPAL**

Registration No.: 2,150,976

Serial No.:

Class(es): 33

Owner: Mildara Blass Limited

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 150 East 42nd Street, New York, New York 10017, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation


LAWRENCE E. ABELMAN
GABRIEL M. FRAYNE
JEFFREY A. SCHWAB
NORMAN S. BEIER
VICTOR M. TANNENBAUM

PETER J. LYNFIELD
STEWART J. FRIED
ALAN J. HARTNICK
CARIDAD PIÑEIRO SCORDATO
JULIANNE ABELMAN
JONATHAN W. GUMPORT

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017 U.S.A.

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon.

By  _____
Date: _____

P. D. THOMAS
Secretary

25 OCT 1999

TRADE MARK ASSIGNMENT

This Agreement is made on 14th August, 1998.

Between:

MARK CASHMORE WINES PTY LIMITED (ACN 067 303 833), (formerly Indemnify Pty Limited), a company incorporated under the Corporations Law and having its registered office at 30 Buckingham Road, Killara, New South Wales in Australia ("Assignor")

And:

MILDARA BLASS LIMITED (ACN 004 094 599), a company incorporated under the Corporations Law and having its registered office at 170 Bridport Street, Albert Park, Victoria in Australia ("Assignee")

RECITALS

- A. The Assignor is:
- (a) the proprietor of each of the registered United States trade marks listed in Schedule 1 (the "Registered Trade Marks");
 - (b) the proprietor of each of the unregistered United States trade marks listed in Schedule 2 (the "Unregistered Trade Marks") and has applied to register each of the Unregistered Trade Marks in the United States (the "Applications").
- B. The Assignor has agreed to assign to the Assignee, with effect from the date of this agreement, each of the Registered Trade Marks, the Unregistered Trade Marks and the benefit of the Applications and any rights issuing therefrom, together with all goodwill associated therewith.

OPERATIVE PROVISIONS

1. For good and valuable consideration (receipt of which the Assignor hereby acknowledges), the Assignor as legal and beneficial owner assigns to the Assignee:
- (a) all right title and interest in and to each of the Registered Trade Marks together with all goodwill associated therewith; and
 - (b) each of the Unregistered Trade Marks and the Applications, including all registrations or benefits (including goodwill) arising from each Application (to the intent that upon registration, the relevant trade mark will be registered in the name of the Assignee).

2. Except as otherwise expressly agreed between the parties, the Assignor shall not, after the date hereof, use or be involved in the use in the United States of any of the Registered Trade Marks, the Unregistered Trade Marks or any other trade mark substantially identical with or deceptively similar to any of those marks, on any goods or in relation to any services.

3. The Assignor agrees to do all acts, matters, and things to make, execute, declare and prepare all documents which the Assignee considers necessary or desirable to ensure registration of:
 - (a) the assignments set out in this agreement; and
 - (b) the Assignee as registered proprietor of the Registered Trade Marks and any registered trade marks resulting from the Applications,
 free of all registered and unregistered encumbrances, interests, limitations or qualifications.

Executed as an agreement.



THE COMMON SEAL of MARK)
 CASHMORE WINES PTY LIMITED)
 is affixed in accordance with its articles of)
 association in the presence of:)

Mark Cashmore)
)

Signature of authorised person

Director

Office held

Mark Cashmore

Name of authorised person (block letters)

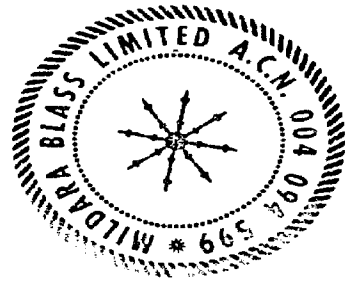
J a Cashmore
 Signature of authorised person

Director

Office held

Judith Anne Cashmore

Name of authorised person
 (block letters)



THE COMMON SEAL of MILDARA)
BLASS LIMITED is affixed in accordance)
with its articles of association in the)
presence of:)

.....
Signature of authorised person

Secretary

.....
Office held

PETER DAVID THOMAS

.....
Name of authorised person (block letters)

David Smith

.....
Signature of authorised person

Director

.....
Office held

DAVID MARCUS SMITH

.....
Name of authorised person
(block letters)

SCHEDULE 1

Registered Trade Marks

Country	Trade Mark	Number	Class	Goods	Status
United States	FLAME OPAL	2150976	33	Wines	Current to 14 April 2008
United States	WHITE OPAL	2172802	33	Wines	Current to 14 July 2008
United States	BOULDER OPAL	2174839	33	Wines	Current to tba 2008

SCHEDULE 2**Unregistered Trade Marks**

Country	Trade Mark	Number	Class	Goods	Status
United States	BLACK MARLIN label	75/508625	33	Wines	Pending Filing Date 25 June 1998
United States	BLACK OPAL	75/300135	33	Wines	Deferred Filing Date 29 May 1997
United States	BLACK OPAL label	75/302440	33	Wines	Deferred Filing Date 3 June 1997
United States	BLACK ROCK label	75/291478	33	Wines	Pending Filing Date 14 May 1997