



03-03-2000

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

02-03-2000



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U.S. Patent & TM Ofc/TM Mail Rcpt Dt. #40

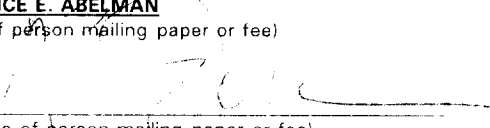
101281295

To the Honorable Commissioner of Patent and Trademarks. Please receive the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Mark Cashmore Wines Pty Limited</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Mildara Blass Limited 170 Bridport Street Albert Park, Victoria, Australia</p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation <u>Australia</u></p> <p><input type="checkbox"/> Other _____</p> <p>Domestic representative is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) & addresses) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: August 19, 1998</p>	

<p>4. (A.) Trademark Application No.(s)</p>	<p>4. (B.) Trademark Registration No.(s)</p> <p>1,690,876 1,935,761 2,147,945</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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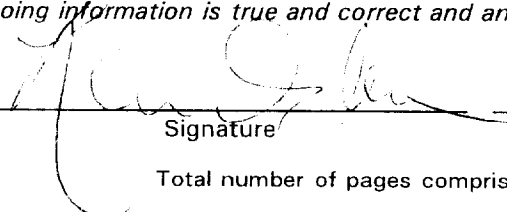
<p>5. Correspondence should be mailed to:</p> <p>LAWRENCE E. ABELMAN ABELMAN, FRAYNE & SCHWAB 150 East 42nd Street New York, New York 10017-5612</p>	<p>6. Total number of applications and registrations involved:..... <input type="text" value="3"/></p>
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<p>"Express Mail" No: EJ620992156US Date of Deposit: February 3, 2000 I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.10 on the date indicated above and is addressed to the Assistant Commissioner of Trademarks, Arlington, VA 22202-3513 LAWRENCE E. ABELMAN (Name of person mailing paper or fee)</p> <p> (Signature of person mailing paper or fee)</p>	<p>7. Total fee (37 CFR 3.41): \$ 90.00</p> <p><input checked="" type="checkbox"/> Enclosed (The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)</p> <p><input type="checkbox"/> Authorized to be charged to deposit account Deposit account number: 01-0035 (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

8. Statement and signature.
To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document.

LAWRENCE E. ABELMAN
Name of Person Signing

 Signature

2/3/00 Date

03/02/2000 DNGUYEN 00000490 1690876

01 FC:481 40.00 DP
02 FC:482 50.00 DP

Total number of pages comprising cover sheet:

TRADEMARK
REEL: 002034 FRAME: 0888

Mark: **BLACK ROCK**

REVOCATION

Registration No.: 2,147,945

AND

Serial No.:

NEW POWER OF ATTORNEY

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 PINEIRO 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  **P. D. THOMAS**
Secretary
Date: 25 OCT 1999

TRADE MARK ASSIGNMENT

This Agreement is made on *16th* 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 the proprietor of each of the registered trade marks listed in Schedule 1 in the United States (the "Registered Trade Marks").
- B. The Assignor has agreed to assign to the Assignee, with effect from the date of this agreement, each of the Registered Trade Marks, 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 all right title and interest in and to each of the Registered Trade Marks together with all goodwill associated therewith.
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 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,

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:)

[Handwritten Signature])
.....)

Signature of authorised person

.....
Office held

.....
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:)

[Handwritten Signature])
.....)

Signature of authorised person

Secretary

.....
Office held

PETER DAVID THOMAS

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

[Handwritten Signature]
Signature of authorised person

.....
Office Held

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



[Handwritten Signature]
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	BLACK OPAL label	1537582	33	Wines	Expired 2 May 1989
United States	BLACK MARLIN	1690876	33	Wines	Current to 2 June 2002
United States	BLACK SILK	1935761	33	Wines, spirits and liqueurs	Current to 14 November 2005
United States	BLACK ROCK	2147945	33	Wines	Current to 31 March 2008