

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southcorp Wines Pty Ltd		12/01/2009	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Make Wine Pty Ltd		
Street Address:	162 Cross Keys Road		
City:	Salisbury South, South Australia 5106		
State/Country:	AUSTRALIA		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1722287	QUEEN ADELAIDE	
CORRESPONDENCE DATA			
Fax Number:	(202)293-7860		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026637484		
Email:	gkrugman@sughrue.com, mperry@sughrue.com, tm@sughrue.com		
Correspondent Name:	Gary D. Krugman		
Address Line 1:	2100 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037-3213		
ATTORNEY DOCKET NUMBER:	S12117		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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Address Line 4:

NAME OF SUBMITTER:

Gary D. Krugman

Signature:

/Gary D. Krugman/

Date:

02/17/2010

Total Attachments: 5

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
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Confirmation of Assignment of
Trade Mark Registration

Southcorp Brands Pty Limited

Make Wine Pty Ltd

Confirmation of Assignment of Trade Mark Registration

Allens Arthur Robinson 

Effective Date	1 December 2009
Parties	
1.	Southcorp Brands Pty Limited , of Level 2, 77 Southbank Boulevard, Southbank, Victoria 3006, Australia (the <i>Assignor</i>)
2.	Make Wine Pty Ltd , of 162 Cross Keys Road, Salisbury South, South Australia, 5106, Australia (the <i>Assignee</i>)
Recitals	
A	The Assignor is the registered proprietor in respect of the trade mark registration described in Schedule 1 (the <i>Registration</i>).
B	The Assignor has agreed to assign and has as of the effective date assigned to the Assignee its entire right, title and interest in and to the Registration, on the terms and conditions contained in this Deed.


It is agreed as follows.

1. Assignment

For good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged) the Assignor confirms that it has as of the effective date assigned to the Assignee and beneficial owner:

- (a) all its right, title and interest in and to the Registration together with that part of the goodwill of the business connected with the use of and symbolised by the trade mark the subject of the Registration;
- (b) the right to lodge and prosecute further Applications to register the trade mark the subject of the Registration in respect of any of the goods covered by the Registration (any *Further Applications*);
- (c) the right to prosecute and obtain registration of any Further Applications;
- (d) the right to change the address for service for the Registration and any further Applications; and
- (e) all its right to institute and maintain proceedings for trade mark infringement against any person who before, on or after the date of this Deed infringes rights given by the Registration or by any registrations arising in relation to any Further Applications.

Confirmation of Assignment of Trade Mark Registration

Allens Arthur Robinson 

2. Forms

The Assignor must at the request of the Assignee:

- (a) execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be required for absolutely vesting all its right, title and interest in and to the Registration (and any Further Applications and any registrations arising from them) in the Assignee; and
- (b) at the expense of the Assignee, execute all documents, forms and authorisations and depose to or swear any declaration or oath as may be required for procuring the registration of any Further Applications.

3. Proceedings

The Assignor must, at the expense of the Assignee, render the Assignee such reasonable assistance as may be reasonably necessary in any proceedings involving the Registration or any Further Applications (or any registrations arising from them) or any of the trade marks the subject of any of those Registrations or Applications.


4. Governing Law and Jurisdiction

This Deed is governed by the laws of Victoria, Australia. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that these courts are an inconvenient forum.

5. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Confirmation of Assignment of Trade Mark Registration


Allens Arthur Robinson 

Schedule 1

Trade Mark Registration

Country	Mark	Class	Registration No
United States of America	QUEEN ADELAIDE	33	1722287

Confirmation of Assignment of Trade Mark
Registration


Allens Arthur Robinson 

Executed and delivered as a Deed in Melbourne, Victoria, Australia.

Signed for and on behalf of

Southcorp Brands Pty Limited

(assignor) by:



Signature

OWEN JOHN MALONE

Print Name



Witness Signature

Daniel Last

Print Name

Signed for and on behalf of

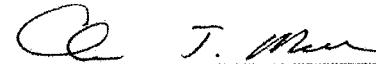
Make Wine Pty Ltd (assignee) by:



Signature

Daniel Last

Print Name



Witness Signature

OWEN JOHN MALONE

Print Name