

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
Oakridge Vineyards Pty Limited		12/19/2007	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Oakridge Wines Pty Ltd		
Street Address:	864 Maroondah Highway		
Internal Address:	Coldstream		
City:	Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3770		
Entity Type:	CORPORATION: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3033815	OAKRIDGE	
Registration Number:	3447447	OVER THE SHOULDER	
CORRESPONDENCE DATA			
Fax Number:	(847)441-0911		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-441-9100		
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Richard B. Biagi/Neal & McDevitt, LLC		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	62030-011/012		
DOMESTIC REPRESENTATIVE			
Name:	Richard B. Biagi		

OP \$65.00 3033815

900191903

**TRADEMARK
 REEL: 004542 FRAME: 0464**

Address Line 1: 1776 Ash Street
Address Line 4: Northfield, ILLINOIS 60093

NAME OF SUBMITTER:	Richard B. Biagi
Signature:	/Richard B. Biagi/
Date:	05/13/2011

Total Attachments: 13

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Deed of Assignment of International Intellectual Property

**Oakridge Vineyards Pty Ltd (Administrators Appointed) (Receivers and
Managers Appointed)**

A.C.N. 127 794 307 Pty Ltd

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Deed of Assignment of International Intellectual Property

THIS DEED is made the 19th day of Dec^r 2007

Parties

1. Oakridge Vineyards Pty Ltd (Administrators Appointed) (Receivers and Managers Appointed) ACN 076 706 440 of 54 Salvado Road, Wembley, Western Australia 6014 (Assignor).
2. ACN 127 794 307 Pty Ltd ACN 127 794 307 care of Johnson Partners Pty Ltd, Level 2, Riverwalk, 649 Bridge Road, Richmond, Victoria 312 (Assignee).

Background

- A. The Assignor is the proprietor of the Intellectual Property which are the subject of applications and registrations in certain countries, the details of which are set out in the Schedule.
- B. The Receivers and Managers were appointed as receivers and managers of the Assignor by ANZ pursuant to the Charges.
- C. The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to take an assignment of the Intellectual Property on the terms and conditions of this document.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in clause 5.

2. Assignment

As from the Assignment Date, the Assignor assigns to the Assignee the rights and benefits in and to the Intellectual Property, together with the right to apply for, and obtain any registration or other protection in respect of that Intellectual Property anywhere in the world.

3. Further acts

At the request and expense of the Assignee, the Assignor will:

- (a) do such further acts, deeds and things; and
- (b) execute such further documents and instruments,

as may be necessary or desirable to perfect the assignments effected by this document, and to enable the Assignee to have the full unencumbered benefit of the rights assigned under this document.

4. Right to assign

The parties agree that the Assignee may assign the benefit of this document to a third party without the Assignor's consent.

5. General provisions

5.1 Costs

Each party must pay its own costs in relation to:

- (c) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and
- (d) the performance of any action by that party in compliance with any liability arising, under this document, or any agreement or document executed or effected under this document, unless this document provides otherwise.

5.2 Duties

The Assignee must promptly within the initial applicable period prescribed by law pay any duty payable in relation to the execution, performance and registration of this document, or any agreement or document executed or effected under this document.

5.3 Notices

- (e) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (f) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified in this provision or most recently notified by the recipient to the sender.
- (g) Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00 pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next day following delivery or receipt.

5.4 Governing Law and Jurisdiction

- (h) This document is governed by and construed under the law in the State of Victoria.
- (i) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of Victoria.
- (j) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

5.5 Third Parties

Other than to ANZ and the Receivers and Managers, this document confers rights only upon a person expressed to be a party, and not upon any other person.

5.6 Limited recourse

The Assignee acknowledges and agrees that to the extent that the Assignee has a right of indemnity from, or recourse to, the Assignor, as a result of any matter, the Assignee will not be entitled to recourse against, or indemnity by, the Receivers and Managers, for any loss or damage suffered by the Assignee.

5.7 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

5.8 Amendments

Any amendment to this document has no force or effect, unless effected by a document executed by the parties.

5.9 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

5.10 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

5.11 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

5.12 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

5.13 Party Acting as Trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document:

- (k) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (l) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on

behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and

- (m) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

6. Definitions and interpretation

6.1 Definitions

In this document unless the context otherwise requires:

ANZ means the Australia and New Zealand Banking Group Limited ACN 005 357 522;

Assignment Date means the date of this document;

Charges mean mortgage debenture dated 19 October 2001 numbered 828886 and mortgage debenture dated 17 March 2003 numbered 929802 over all of the business and assets of the Assignor in favour of ANZ and registered at the Australian Securities and Investments Commission pursuant to which the Receivers and Managers were appointed jointly and severally as receivers and managers of the Assignor;

Intellectual Property means any and all rights in the intellectual property set out in the Schedule; and

Receivers and Managers means Peter McKenzie Anderson of McGrathNicol, Level 8, 60 City Road South Bank, Victoria and Shaun Robert Fraser and Andrew John Birch both of McGrathNicol, Level 1, 5 Mill Street, Perth in the State of Western Australia, jointly and severally.

6.2 Interpretation

In this document unless the context otherwise requires:

- (n) clause and subclause headings are for reference purposes only;
- (o) the singular includes the plural and vice versa;
- (p) words denoting any gender include all genders;
- (q) reference to a person includes any other entity recognised by law and vice versa;
- (r) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (s) any reference to a party to this document includes its successors and permitted assigns;
- (t) any reference to any agreement or document includes that agreement or document as amended at any time;
- (u) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;

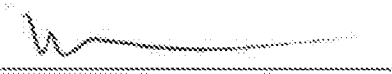
- (v) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (w) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (x) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (y) reference to an item is a reference to an item in the schedule to this document;
- (z) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document; and
- (aa) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment.

Schedule – Intellectual Property

Registration/ Application No.	Trade Mark	Class	Country	Status	Renewal Date
463356	Oakridge	33	Switzerland	In Force	05/02/2009
2178365A	Oakridge	33	United Kingdom	In Force	29/09/2008
4385122	Oakridge	33	Japan	In Force	19/05/2010
3033815	Oakridge	33	United States	In Force	27/12/2015
2178365B	Oakridge Estate & Device	33	United Kingdom	In Force	29/09/2008
2349996	Oakridge Yarra Valley & Device	33	United Kingdom	In Force	27/11/2013
2957076	Oakridge Yarra Valley & Device	33	United States	In Force	31/05/2015
TMA579733	Ironbark	33	Canada	In Force	16/04/2018
2807622	Ironbark	33	United States	In Force	27/01/2014
1325390	Over the Shoulder	33	Canada	Advertised	
77/041986	Over the Shoulder	33	United States	Pending	

EXECUTED as a Deed.

Signed for and on behalf of Oakridge Vineyards Pty Ltd (Administrators Appointed) (Receivers and Managers Appointed) ACN 076 706 440 by one of its Receivers and Managers:



Signature of Peter McKenzie Anderson

Executed by A.C.N. 127 794 307 Pty Ltd in accordance with the Corporations Act 2001:

x

Signature of Director

x

Name of Director
(Block Letters)



x DIRECTOR

Name of Director/Secretary

ACN 127 794 307 PTY LTD
NOW OAKRIDGE WINES PTY LTD (ACN 127 794 307)

Deed Poll

**Evans & Tate Ltd (Subject to Deed of Company Arrangement)
(Receivers and Managers Appointed)**

GADENS LAWYERS
Level 25, Bourke Place
600 Bourke Street
MELBOURNE 3000

T 61 3 9252 2555
F 61 3 9252 2500

Ref: NYL:2705531

MELBDOCS-894674-V1-DEED POLL NYL/NYL

TRADEMARK
REEL: 004542 FRAME: 0475

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Deed Poll

Dated

This deed poll is declared and made by Evans & Tate Ltd (Subject to Deed of Company Arrangement) (Receivers and Managers Appointed) ACN 064 820 408 c/- McGrathNicol, 1/5 Mill Street, Perth, Western Australia 6000 (ETW).

Background

- A. Oakridge Vineyards Pty Ltd (Receivers and Managers Appointed)(In Liquidation) ACN 076 706 440 (Vendor) and ACN 127 794 307 Pty Ltd ACN 127 794 307 (Purchaser) have entered into a Business and Asset Sale Deed pursuant to which the Vendor has sold and the Purchaser has purchased the Business and the Assets (Agreement).
- B. The Vendor is a wholly owned subsidiary of ETW.
- C. The Assets sold pursuant to the Agreement include the trade marks "Over the Shoulder" (Registration No 1325390, registered in Canada) and "Over the Shoulder" (Registration No 77/041986, registered in the United States).
- D. ETW is the owner of the Australian trade mark "Over the Shoulder" (Registration No 1130831) (Trade Mark) and wishes to assign the Trade Mark to the Purchaser.
- E. ETW has agreed to execute this deed poll for the purpose of assigning the Trade Mark to the Purchaser.

Operative provisions

1. Defined meanings

Words used in this deed poll have the same meaning given to those terms, and the rules of interpretation are the same as set out in the Agreement.

2. Assignment

As from the date of this document, ETW assigns to the Purchaser the rights and benefits in and to the Trade Mark, together with the right to apply for, and obtain any registration or other protection in respect of that Trade Mark anywhere in the world.

3. General provisions

3.1 Governing law and jurisdiction

- (a) This deed poll is governed by and construed under the law in the State of Victoria.
- (b) Any legal action in relation to this deed poll against any party or its property may be brought in any court of competent jurisdiction in the State of Victoria.

- (c) Each party by execution of this deed poll irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

3.2 Amendments

Any amendment to this deed poll has no force or effect, unless effected by a document executed by the parties.

Executed as a deed poll:

Executed as a Deed Poll for and on behalf of
Evans & Tate Ltd (Subject to Deed of
Company Arrangement) (Receivers and
Managers Appointed) ACN 064 820 408 by
one of its Receivers and Managers:



Signature of Shaun Fraser