

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/14/2011
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wingara Wine Group Pty Ltd		06/25/2015	COMPANY: AUSTRALIA

RECEIVING PARTY DATA

Name:	Woolworths Limited
Street Address:	1 Woolworths Way
City:	Bella Vista
State/Country:	AUSTRALIA
Postal Code:	NSW 2153
Entity Type:	limited company: AUSTRALIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2324693	RIDDOCH

CORRESPONDENCE DATA

Fax Number: 2128135901

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.

Phone: 212.813.5900

Email: assignments@fzlj.com

Correspondent Name: Susan Upton Douglass

Address Line 1: Fross Zelnick Lehrman & Zissu, P.C.

Address Line 2: 866 United Nations Plaza

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	PINL 1505619
NAME OF SUBMITTER:	Susan Upton Douglass
SIGNATURE:	/joseph gerber/
DATE SIGNED:	07/28/2015

Total Attachments: 5

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Confirmatory Deed of Assignment

Details

Parties	Assignor	Assignee
	Name Wingara Wine Group Pty Ltd (formerly known as Katnook Pty Ltd)	Name Woolworths Limited
	ACN 006 350 787	ACN 000 014 675
	Address Level 1, 166 Albert Road South Melbourne VIC 3205 Australia	Address 1 Woolworths Way Bella Vista NSW 2153 Australia

Date of deed	
Governing law	New South Wales, Australia

Recitals	A	Pursuant to a Deed of Assignment dated 14 December 2011 the Assignor assigned to the Assignee its right, title and interest in the trade mark registrations set out in the schedule (the "Trade Marks"), and the Assignee accepted such assignment, with effect from 14 December 2011.
	B	This deed confirms the assignment referred to in recital A.

EXECUTED as a deed

EXECUTED by **WINGARA WINE GROUP PTY LIMITED (ACN 006 350 787)**

Signature of director

Jose Maria Ferrer

Name of director

Signature of director/company secretary (delete whichever is not applicable)

CHRISTOPHER JOHN PIKE

Print name

29/5/2015
Date of execution

EXECUTED by **WOOLWORTHS LIMITED (ACN 000 014 675)**

Signature of director

Rod Bordinon

Name of director

Signature of director/company secretary (delete whichever is not applicable)

Print name

25 June 2015
Date of execution

Signed by WOOLWORTHS LIMITED
by its Attorney RODNEY ALBINO BORDIGNON
pursuant to Power of Attorney registered 19.17
who has no notice of revocation of the said
Power of Attorney.

Deed of Assignment

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General terms

1 Definitions

In this Deed, "Trade Marks" means:

- (a) The trade mark registrations and applications set out in the Schedule and all trade marks embodied therein;
- (b) Any other trade mark application or registration for the RIDDOCH word mark or RIDDOCH device mark (as set out in the Schedule) owned by Assignor in any other jurisdiction in the world;
- (c) Any trade mark registrations arising from any application referred to in paragraphs (a) or (b).

2 Assignment

The Assignor confirms the assignment to the Assignee of its right, title and interest in the Trade Marks (including all goodwill of the business in respect of which the Trade Marks are used) with effect from 14 December 2011.

3 Further assurances

Each party agrees, at its own expense, to do anything reasonably requested by the other party (such as signing and producing documents) as may be necessary or desirable to give full effect to the provisions of this deed and the assignment referred to herein.

4 Costs

- 1.1 Each party is to bear its own costs arising out of the negotiation, preparation, execution and (subject to the provisions of this Deed) performance of this Deed, however the Assignee must pay any applicable stamp duty and fees in connection with the assignment of the Trade Marks and notification of the relevant authorities.
- 1.2 The Assignee will pay to the Assignor all taxes or imposts in the nature of any goods and service tax (GST) as may be assessed from time to time in connection with the assignment of the Trade Marks pursuant to relevant legislation upon receipt of a valid tax invoice from the Assignor.

5 Governing law




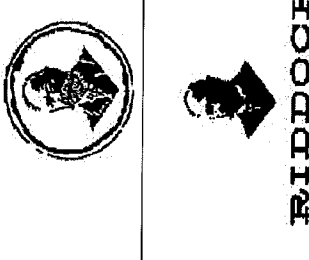
- (d) This deed is governed by the governing law specified in the Details section of this deed.
- (e) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State or Territory specified in the Details section of this deed.
- (f) Each party waives any right to object to any proceedings being brought in those courts for any reason.

6 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one

document and the date on which the last counterpart is executed will be the date of the deed.

Schedule

Jurisdiction	Registration number	Mark	Owner	Goods/ Services	Filing date	Renewal date
1. New Zealand	248336		Wingara Wine Group Pty Limited	Class 33: all goods in this class; alcoholic beverages including wines	20 April 1995	20 April 2016
2. UK	2027567		Wingara Wine Group Pty Ltd	Class 33: Wines	20 April 2005	19 July 2015
3. Canada	TMA 537785		Wingara Wine Group Pty Ltd	Wines	20 Feb 1998	
4. United States	2324693		Wingara Wine Group Pty Ltd	Class 33: alcoholic beverages, namely, wines.	27 July 1995	