# CH \$65.00 340864

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM350981 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pinnacle Wines Pty Limited		05/08/2015	COMPANY: AUSTRALIA

#### **RECEIVING PARTY DATA**

Name:	Pinnacle Liquor Group Pty Ltd
Street Address:	Level 1, 26 Waterloo Street
City:	Surry Hills
State/Country:	AUSTRALIA
Postal Code:	NSW 2010
Entity Type:	proprietary limited company: AUSTRALIA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3408643	COCKATOO RIDGE
Registration Number:	3667249	

# **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@fzlz.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:	PINW 1303809
NAME OF SUBMITTER:	Susan Upton Douglass
SIGNATURE:	/anca nicolescu/
DATE SIGNED:	08/11/2015

#### **Total Attachments: 4**

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# **Details**

Date of deed

Parties	Assignor		Assignee	\ssignee	
	Name	Pinnacle Wines Pty Limited	Name	Pinnacle Liquor Group Pty Ltd	
	ACN	159 768 046	ACN	159 767 843	
	Address	Level 1, 26 Waterloo Street Surry Hills NSW 2010	Address	Level 1, 26 Waterloo Street Surry Hills NSW 2010	

Governing law New So		outh Wales, Australia	
Recitals	Α	The Assignor is the owner of the Trade Marks.	
	В	The Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest (including any registration arising from any application forming part of the Trade Marks) subject to the following terms and conditions.	

EXECUTED as a deed	
EXECUTED by PINNACLE WINES PTY LIMITED (ACN 159 768 046)	EXECUTED by PINNACLE LIQUOR GROUP PTY LTD (ACN 159 767 843)
	Boh
Signature of director	Signature of opector
100 6080 (hnon	ROO/BORO MNON
Vame of director	Name of <del>director</del>
Signature of director/company secretary (delete whichever	Signature of director/company secretary (delete
s not applicable)	whichever is not applicable)
Print name	Print name
5/8/15	5/88/15
Parks of overagitized	Data of execution

Signed by CAMPLE WAVES TO LEAD TO by its Attorney RODNEY ALBINO BORDIGNON pursuant to Power of Attorney registered. A substitute of the said Power of Attorney.

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Deed of Assignment

# 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 trade mark application which derives from or claims priority from such trade mark registrations or applications; and
- (c) Any trade mark registrations arising from any application referred to in paragraphs (a) or (b).

# 2 Assignment

The Assignor, with effect from the date of this Deed, assigns to the Assignee to hold absolutely all of the Assignor's right, title and interest in and to the Trade Marks, including any goodwill, of the business concerned in the goods and services in respect of which the Trade Marks are registered and all the rights, powers, liberties and immunities conferred on the proprietor of the Trade Marks, including the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks which may have occurred prior to the date of this Deed.

#### 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 Governing law

- (a) This deed is governed by the governing law specified in the Details section of this deed.
- (b) 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.
- (c) Each party waives any right to object to any proceedings being brought in those courts for any reason.

# 5 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

Status	Registered	Registered
Class	33	33
Trade Mark	COCKATOO RIDGE	
Number	3408643	3667249

Deed of Assignment

TRADEMARK REEL: 005597 FRAME: 0061

RECORDED: 08/11/2015