

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McWilliam's Wines Group Limited	FORMERLY McWilliams Wines Pty Ltd	07/07/2017	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	RB Estate Pty Ltd.		
Street Address:	5 Ord Street		
Internal Address:	Level 1		
City:	West Perth, Western Australia		
State/Country:	AUSTRALIA		
Postal Code:	6005		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4468508	REDBROOK	
Registration Number:	2426342	EVANS & TATE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	ipfilings@hansonbridgett.com		
Correspondent Name:	Raffi V. Zerounian		
Address Line 1:	425 Market Street, Floor 26		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	33515.2		
NAME OF SUBMITTER:	Raffi V. Zerounian		
SIGNATURE:	/RVZ/		
DATE SIGNED:	11/14/2017		
Total Attachments: 15			
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Deed of Trade Mark Assignment

McWilliam's Wines Group Ltd

and

RB Estate Pty Ltd

Ref GT:JG:655113

Doc ID 429838643/v1

Level 14, Australia Square, 264-278 George Street, Sydney
NSW 2000 Australia
GPO Box 5408, Sydney NSW 2001 Australia
DX 129 Sydney

Telephone +61 2 9334 8655

Facsimile 1300 369 656 (Australia) +61 2
8507 6584 (International)
hwlebsworth.com.au

TRADEMARK
REEL: 006205 FRAME: 0700

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Deed of Trade Mark Assignment

Date

Parties

McWilliam's Wines Group Ltd

ACN 000 024 108 of Level 1, 55 Murray Street, Pyrmont, New South
Wales

(Assignor)

RB Estate Pty Ltd

ACN 619 327 794 of Level 1, 55 Murray Street, Pyrmont, New South
Wales

(Assignee)

Recitals

- A. The Assignor is the owner of the Trade Marks.
 - B. The parties have agreed that the Assignor will assign the Trade Marks to the Assignee on the terms and conditions set out in this document.
-

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed:

Business means the business carried on by the Assignor under the business names "Evans & Tate Wine Group" and "Evans & Tate Margaret River".

Confidential means any information in any form disclosed by one party to the other party or acquired by one party from the other party, whether

Information

deliberately or inadvertently, and regardless of whether or not marked confidential, which is or can reasonably be regarded as being confidential to the disclosing party and including:

- (a) any information passing from the personnel of the disclosing party;
- (b) any information relating to this deed, its subject matter, and any negotiations or transactions contemplated or provided for in this deed; and
- (c) any information regarding the previous, current or future business interests, operations or affairs of any party or any of its related corporations or of any person or entity with which that party may deal or be concerned,

but excluding any information that the receiving party can establish:

- (d) is in the public domain other than through disclosure in breach of this deed;
- (e) is independently developed by the receiving party; or
- (f) is received by the receiving party from a third party who is not bound by obligations of confidence in relation to the information.

Government Agency

means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes any self-regulatory organisation established under statute or any stock exchange.

Intellectual Property

means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) in respect of the Trade Marks including (but not limited to) rights in respect of or in connection with:

- (a) any related confidential information, know-how or any right to have information kept confidential;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (c) trade marks, service marks and other related marks; and
- (d) all associated goodwill,

whether or not existing at the date of this deed and whether or

not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Japan Trade Mark

means the following trade mark:

<u>Country</u>	<u>Mark</u>	<u>Number and Status</u>

Restructure Deed

means the restructure deed between the Assignor and the Assignee dated 7 July 2017 under which the Assignor sells the Business to the Assignee.

Trade Marks

means the trade marks listed in Schedule 1 and the Japan Trade Mark.

1.2 Interpretation

In this deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;

- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;
- (k) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to a document includes any agreement or contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
- (m) a provision of this deed may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this deed or the preparation or proposal of that provision;
- (n) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (p) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (q) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (r) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5:00 pm on that day, it is taken to have occurred or been done on the next day; and
- (s) a reference to '\$', '\$\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

2. Assignment

2.1 Assignment

The Assignor hereby assigns to the Assignee the whole of the Assignor's right, title and interest in the Trade Marks and the related Intellectual Property, with effect from "Completion" as that term is defined in the Restructure Deed.

2.2 Further actions

- (a) Following execution of this deed, the Assignor will provide to the Assignee any documentation relating to the application for and/or registration of, the Trade Marks or related Intellectual Property which is in its possession or control.
- (b) The Assignor agrees to, at the Assignee's cost, execute all documents and do all things as may be reasonably necessary to enable the Assignee:
 - (i) to fully enjoy and prosecute the Trade Marks and the related Intellectual Property, including by cancelling the recording of any authorised user's interest in the Trade Marks; and
 - (ii) to give full effect to this deed.

2.3 No challenge

The Assignor agrees not to do any act, or assist any other person directly or indirectly to do any act, which would or may invalidate or result in a challenge to the Assignee's title to or registration of the Trade Marks or related Intellectual Property, or which would in any way reduce the value of the Trade Marks or related Intellectual Property.

3. Warranties

3.1 Authority to enter into deed

Each party warrants, undertakes and represents to the other party that it has the necessary power and authority, and right and title, to execute, deliver and perform its obligations under this deed and to become bound by it, and that all necessary corporate action has been taken to authorise the execution of this deed.

4. Confidentiality

4.1 Obligations

Each party must keep the Confidential Information of the other party confidential. No party may use or disclose the Confidential Information of any other party for any purpose other than that which the information was disclosed.

4.2 Exclusions

The obligations of confidence under clause 4.1 do not apply to any information that:

- (a) is in the public domain (other than through any breach of this document);
- (b) the receiving party can prove was known to it at the time of disclosure by the disclosing party, free from any obligation of confidence; or
- (c) a party is required by law or the rules of any stock exchange to disclose.

4.3 Survival of obligations

The obligations of confidentiality under this deed are ongoing and survive any expiration or termination of this deed.

4.4 Permitted disclosure

- (a) Each party may only disclose another party's Confidential Information to those of its employees, contractors or professional advisers who need to know the information and who are aware of the confidential nature of the information.
- (b) The parties acknowledge and agree that a copy of this deed can be supplied to Government Agencies to support any request made for the formal recording of the assignment of the Trade Marks from the Assignor to the Assignee.

5. Costs and stamp duty

5.1 Costs generally

Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this deed.

5.2 Stamp duty

Subject to the Restructure Deed, the Assignee must pay any stamp duty payable on this deed or in connection with any of the transactions contemplated by this deed.

6. General

6.1 Assignment

A party may not assign any of its rights under this deed, without the prior written consent of the other party.

6.2 Variation

A variation of any term of this deed will be of no force or effect unless it is by way of deed and signed by each of the parties.

6.3 Waiver

- (a) A party may not rely on the words or conduct (including a delay in the exercise, a non-exercise or a partial exercise of a right) of any other party as a waiver of any right arising under or in connection with this deed (including a right to rely on this clause) unless the waiver is in writing and signed by the party granting the waiver.
- (b) In clause 6.3(a) the term 'waiver' is intended to include an election between rights and remedies as well as conduct which might otherwise give rise to an estoppel.
- (c) A waiver is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

6.4 Severance

If a provision in this deed is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this deed.

6.5 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed under the laws in force in Sydney, Australia.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Sydney, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

6.6 Further assurances

Each party must, at its own expense, do all things and execute all further documents necessary to give full effect to this deed and the transactions contemplated by it.

6.7 No reliance

Neither party has relied on any statement by the other party which has not been expressly included in this deed.

6.8 Entire agreement

This deed states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

6.9 Counterparts

- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative.

6.10 Relationship of parties

- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this deed gives a party authority to bind any other party in any way.

6.11 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

6.12 **Remedies cumulative**

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

6.13 **Order of precedence**

If a provision of this deed is inconsistent with a provision of the Restructure Deed, the provisions of the Restructure Deed will prevail to the extent of the inconsistency.

HV/
EBSWORTH

Country	Number	Mark	Owner	Status
United States of America	2428342 (75/748839)	EVANS & TATE	McWilliam's Wines Pty Limited	REGISTERED

McWILLIAMS WORTH

Country	Number	Mark	Owner	Status
United States of America	4468508 (85/300860)	REDROCK	McWilliams's Wines Group Limited	REGISTERED

Signing page

Executed as a deed

Executed by McWilliam's Wines Group
Ltd in accordance with section 127 of the
Corporations Act 2001 (Cth) by:



Signature of Director

JEFFREY PAUL McWILLIAM

Full name (print)



Signature of Director/Company Secretary

MARN WILSON

Full name (print)

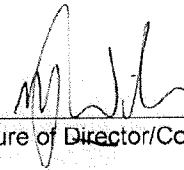
Executed by RB Estate Pty Ltd in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:



Signature of Director

JIM BRAYNE

Full name (print)



Signature of Director/Company Secretary

MARN WILSON

Full name (print)



ASIC

Australian Securities & Investments Commission

Australian Company

MCWILLIAM'S WINES GROUP LTD
ACN 000 024 108

Extracted from ASIC's database at AEST 13:49:56 on 23/08/2017

Company Summary

Name: MCWILLIAM'S WINES GROUP LTD

ACN: 000 024 108

ABN: 36 000 024 108

Previous State Number: 01380437

Previous State of Registration: New South Wales

Registration Date: 22/06/1931

Next Review Date: 22/06/2018

Former Name(s): MCWILLIAMS WINES PTY LTD

Status: Registered

Type: Australian Public Company, Limited By Shares

Locality of Registered Office: PYRMONT NSW 2009

Regulator: Australian Securities & Investments Commission

Further information relating to this organisation may be purchased from ASIC.