

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E. & J. Gallo Winery		11/05/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whitehaven Wine Company Limited		
<b>Street Address:</b>	39 Pauls Road, Rapaura, RD3		
<b>City:</b>	Blenheim		
<b>State/Country:</b>	NEW ZEALAND		
<b>Postal Code:</b>	7273		
<b>Entity Type:</b>	Corporation: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3168720	WHITEHAVEN	
<b>Registration Number:</b>	3780743	W WHITEHAVEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	tm.group@ejgallo.com		
<b>Correspondent Name:</b>	Kristi W. Whalen		
<b>Address Line 1:</b>	600 Yosemite Boulevard		
<b>Address Line 4:</b>	Modesto, CALIFORNIA 95354		
<b>ATTORNEY DOCKET NUMBER:</b>	USNAWT-001,-002-e_100014		
<b>NAME OF SUBMITTER:</b>	John Murakami		
<b>SIGNATURE:</b>	/jm/		
<b>DATE SIGNED:</b>	11/22/2019		
<b>Total Attachments: 2</b>			
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source=US-WHITEHAVEN-TM Assignment (191105)#page2.tif			

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is made and entered into as of Nov. 5, 2019, by and between **E. & J. GALLO WINERY**, a California corporation ("Assignor"), and **WHITEHAVEN WINE COMPANY LIMITED**, a New Zealand corporation ("Assignee").

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the trademarks listed in Schedule A attached hereto, including, without limitation, all common law rights thereto and all registrations therefor, and all goodwill associated therewith (hereinafter collectively called the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

- a. Assignor hereby irrevocably assigns and transfers all rights, title, and interests in and to the Trademarks, together with all goodwill associated therewith, and with all claims arising out of or relating to the use or ownership of the Trademarks, to Assignee, and
- b. Assignor agrees to perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Trademarks to Assignee as promptly as practicable after Assignee's request therefor.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

E. & J. GALLO WINERY  
a California corporation

By: 

Name: Devinder Singh

Title: Vice-President

Date: Nov. 5, 2019

**ASSIGNEE:**

WHITEHAVEN WINE COMPANY  
LIMITED, a New Zealand corporation


By: A J White

Name: Simon Jay White

Title: Managing Director

Date: 29<sup>th</sup> October 2019

Schedule A  
TRADEMARKS

Trademark	U.S. Reg. No.	Goods
WHITEHAVEN	3168720	Class 33: Wines
 WHITEHAVEN	3780743	Class 33: Wines