

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINGARA WINE GROUP PTY LTD		11/06/2020	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	CALABRIA FAMILY WINES PTY LTD		
Street Address:	FARM 1283, BRAYNE ROAD, GRIFFITH		
City:	NEW SOUTH WALES		
State/Country:	AUSTRALIA		
Postal Code:	2680		
Entity Type:	Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2118205	DEAKIN ESTATE	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<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>			
Phone:	2485940641		
Email:	tmdocketing@fishstewip.com, lcallaghan@fishstewip.com, jgreenberg@fishstewip.com		
Correspondent Name:	LINDA MONGE CALLAGHAN		
Address Line 1:	800 Tower Drive, Ste. 610		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Linda Monge Callaghan		
SIGNATURE:	/Linda Monge Callaghan/		
DATE SIGNED:	12/16/2020		
Total Attachments: 24			
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Date 6TH NOVEMBER 2020

Parties

Assignor Wingara Wine Group Pty Ltd ACN 006 350 787 of Level 1 166 Albert Rd South Melbourne Victoria 3205 Australia

Assignee Calabria Family Wines Pty Ltd ACN 074 534 295 of Farm 1283, Brayne Road, Griffith NSW 2680

Background

- A. The Assignor is the legal and beneficial owner of the Intellectual Property.
- B. Pursuant to an agreement for the sale and purchase of certain assets between the Parties dated 2 November 2020, the Assignor has agreed to, among other matters, assign the Intellectual Property to the Assignee.
- C. The parties wish to formalise the assignment of the Intellectual Property to the Assignee, on the terms and conditions set out in this Deed.

Operative part

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Preliminary

1.1 Definitions

In this Deed:

Assets has the same meaning as set out in the Assets Sale Agreement;

Assets Sale Agreement means the agreement described in Recital B;

Brands means the brands set out in Schedule 2;

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria;

Completion has the same meaning as set out in the Assets Sale Agreement;

Copyright means copyright in:

- (a) any and all works and other subject matter, including packaging, advertising or other materials:
 - (i) for which any of the Trade Marks are, or have been, used; and
 - (ii) which are, or have been, used solely in connection with the Assets; and
- (b) any other works or subject matter created or used solely in connection with the Assets,

being the exclusive right to do, and to authorise others to do, any and all acts vested in the owner of copyright at common law and pursuant to the Copyright Act and its equivalent laws in any jurisdiction (except in respect of Moral Rights);

Copyright Act means the *Copyright Act 1968* (Cth);

Deed means this deed of assignment of intellectual property;

Domain Names means the contractual rights and interests of the Assignor in the URLs set out in Schedule 4;

Encumbrance has the same meaning as set out in the Assets Sale Agreement;

Goodwill means all of the goodwill accrued by or on behalf of the Assignor arising from trade in the particular goods and services for which the Trade Marks have been used and, in respect of the Unregistered Trade Marks, the parties acknowledge and agree that goodwill related to the Assets transfers to the Assignee with effect from Completion;

Intellectual Property means:

- (a) the Registered Trade Marks listed in Schedule 1;
- (b) the Brands and Unregistered Trade Marks listed in Schedule 2 of which the Assignor is the legal and beneficial owner;
- (c) the Goodwill accruing from use of the Registered Trade Marks, Brands and Unregistered Trade Marks described in paragraphs (a) and (b) above;
- (d) the Domain Names listed in Schedule 4;
- (e) the Copyright of which the Assignor is the legal and beneficial owner;
- (f) the Social Media Accounts of which the Assignor is the legal and beneficial owner;
- (g) all trade dress, trade insignia, get up related to the Brands of which the Assignor is the legal and beneficial owner; and

all cause of action, choses of action and other rights which have accrued to the Assignor from the use or ownership of the intellectual property rights described in paragraphs (a) to (g) inclusive above;

Moral Rights means moral rights as described in the *Copyright Act* and any analogous rights arising under statute or common law that exist, or may come to exist, in any jurisdiction, associated with the Copyright;

Parties means the parties to this Deed;

Registered Trade Marks means the trade marks the subject of the registrations set out in Schedule 1, as well as the Assignor's:

- (a) rights in and to those registrations;
- (b) colour variations of those trade marks;
- (c) rights to apply for renewal of those trade marks;
- (d) other legal and equitable rights in and to those trade marks;

Social Media Accounts means the contractual rights and interests of the Assignor in the social media accounts set out in Schedule 3, to the extent that they are capable of assignment;

Trade Marks means the Registered Trade Marks and the Unregistered Trade Marks, collectively;

Trade Marks Act means the *Trade Marks Act 1995* (Cth); and

Unregistered Trade Marks means all unregistered and common law equivalents of the trade marks set out in Schedule 2, as well as the Assignor's:

- (a) rights in and to those trade marks;
- (b) colour variations of those trade marks;
- (c) rights to apply for registration of any of those trade marks; and
- (d) other legal and equitable rights in and to those trade marks.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) words used in this Deed which are not otherwise defined in this Deed have the same meaning as set out in the Assets Sale Agreement;
- (b) a word importing the singular includes the plural and vice versa;
- (c) words denoting individuals shall include corporations, firms, authorities, associations (whether incorporated or unincorporated) and instrumentalities;
- (d) the headings used in this Deed are for convenience only and shall not affect the interpretation of this Deed;
- (e) references to clauses are to clauses of this Deed;
- (f) the Schedules form part of this Deed;
- (g) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (h) a reference to a Party to this Deed includes the Party's executors, administrators, successors, permitted assigns and substitutes;
- (i) nothing in this Deed is to be interpreted against a Party solely on the ground that the Party put forward this Deed or any part of it; and
- (j) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them.

2. Assignment of Intellectual Property

With effect from Completion the Assignor assigns to, and the Assignee accepts all rights, title and interest in and to the Intellectual Property, free from any Encumbrances.

3. Assignor Not to Use or Register Trade Marks

On and from the date of Completion, the Assignor:

- (a) will cease to, and will not at any future time, use (other than in accordance with any licence agreement between the Parties);
- (b) will not register, or apply to register;
- (c) will not oppose, challenge, seek to remove or cancel on the grounds of non-use; and
- (d) will not assist any third party to undertake any of the acts described in clauses 3(a) to 3(c) inclusive in respect of,

the Trade Marks, or any other sign or trade mark which is substantially identical, or deceptively similar, to the Trade Marks except with the express written consent of the Assignee.

4. Documents and information

The Assignor shall execute all necessary documents, provide all necessary information and consents and do all other things reasonably required and permitted by law, so as to:

- (a) effectively assign the Assignor's rights, title and interest in and to the Intellectual Property to the Assignee;
- (b) enable the Assignee to be recorded as the owner of each of the registrations comprised in the Registered Trade Marks;
- (c) cancel the authorisation of any authorised user of any of the Trade Marks;
- (d) enable the Assignee to assume and be formally recorded as the registrant of the Domain Names; and
- (e) enable the Assignee to assume absolute control and registration of each of the Social Media Accounts.

5. Notices

Any notice required to be given under this Deed by any Party to another Party shall:

- (a) be in writing to the address of the intended recipient shown in this Deed or to such other address as has been most recently notified in writing by the intended recipient to the sender;
- (b) be signed by a person duly authorised by the sender; and
- (c) shall be deemed to have been given and served:
 - (i) where delivered by hand, at the time of delivery;
 - (ii) where delivered by email, on receipt by the sender of a successful transmission control report or delivery notification from the transmitting machine, indicating that the transmission has been made without error or rejection; and
 - (iii) where delivered by mail, 2 Business Days after the date of posting,

but if such delivery or receipt is not on a business day in the place of receipt or is later than 5.00 pm (local time) on any day, the notice shall be deemed to have been given and served on the next business day in the place of receipt.

6. Costs

Subject to clause 7, each Party shall bear its own costs in relation to the preparation, negotiation and execution of this Deed and all things to be done hereunder.

7. Stamp Duty

All stamp duty assessed on or in respect of this Deed shall be paid by the Assignee. The Assignee will be responsible for arranging any stamping of this Deed required by law.

8. Law

The law of this Deed is the law of the State of Victoria and the Commonwealth of Australia and the Parties submit themselves to the jurisdiction of the Courts of the State of Victoria and the Commonwealth of Australia for any matters arising in relation to this Deed.

9. Further Assurances

Each Party agrees to do all things and sign all documents which are necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.

10. Amendments

No amendment or variation of this Deed is valid or binding on a Party unless made in writing and executed by both Parties.

11. Entire agreement

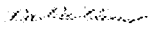
This Deed (together with the Assets Sale Agreement) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior agreements and understandings.

12. Counterparts

- (a) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (b) No Party will be bound by this Deed unless and until all counterparts are duly exchanged between the Parties.
- (c) This Deed, including counterparts of it, may be exchanged electronically (including by email).
- (d) This Deed may be executed in accordance with the COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020.

Schedule 1
Registered Trade Marks

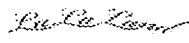
Australia

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
AZAHARA	Australia		1446763 8-Sep-11	1486783 20-Apr-12	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 09 September 2021
DEAKIN ESTATE	Australia		637537 12-Aug-94	637542 2-Aug-95	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 12 August 2021
DEAKIN ESTATE ARTISAN'S BLEND	Australia		1070959 18-Aug-05	1070959 27-Mar-06	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 18 August 2025
LA ERDA	Australia		1711294 27-Aug-15	1711294 15-Mar-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 31 July 2025
	Australia		1605686 13-Feb-14	1665226 11-Sep-14	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 13 February 2026

Cambodia

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	Cambodia		RI-T/201565503 2-Dec-15	KH61748-16 26-Oct-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 2 December 2025

Canada

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
	Canada	AU1605806 13-Feb-14	1684429 9-Jul-14		33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 15 July 2021
DEAKIN ESTATE	Canada	AU637537 12-Aug-94	869909 20-Feb-98	TM6537792 27-Nov-00	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 27 November 2030
DEAKIN ESTATE ARTISAN'S BLEND	Canada	1070859 18-Aug-05	1304557 7-Jun-06	TM701443 22-Nov-07	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 22 November 2022

China

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	China	AU637537 12-Aug-94	95013674 20-Nov-96	905157 20-Nov-96	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 20 November 2026
迪金酒庄			6524795			WINE		Registered

(Deakin Estate)	China				33	alcoholic beverages, wine, alcohol	Wingara Group Pty Ltd	Registered
迪金酒庄 (DEAKIN ESTATE)	China		21670382		33	Wines	Wingara Group Pty Ltd	Next renewal - 6 September 2028

European Union

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
sub set			17990890	17990890				
	European Union		7-Dec-16	25-Mar-18	33	Wines	Wingara Wine Group Pty Ltd	Registered
Labeland		GB1982651	2312627	2312627				
	European Union	31-Oct-04	20-Jul-01	16-Oct-02	33	Wines	Wingara Wine Group Pty Ltd	Next Renewal - 26 July 2021

Germany

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
	Germany		X137804.4	30137804.4				
DEAKIN ESTATE	Germany		21-Jan-01	11-Sep-01	33	Wine made from vintage owned by the winemaking estate, alcoholic beverages (except beers and wines)	Wingara Wine Group Pty Ltd	Registered
								Next Renewal - 21 June 2021

Indonesia

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
	Indonesia		B302011 067296	RD1806373642				
DEAKIN ESTATE	Indonesia		25-Feb-11	30-Oct-12	33	Wines	Wingara Wine Group Pty Ltd	Registered
								Next Renewal - 25 February 2021

Ireland

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
	Ireland		2006 01318	234245				
DEAKIN ESTATE ARTISAN'S BLEND	Ireland		5-Jun-06	10-Jan-07	33	Wines	Wingara Wine Group Pty Ltd	Registered
								Next Renewal - 05 June 2028

Japan

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
	Japan		11-42689	4450748				
DEAKIN ESTATE	Japan		13-May-09	14-Jul-09	33	Wine, fruit wine and foreign spirits	Wingara Wine Group Pty Ltd	Registered
								Next Renewal - 14 July 2039

Mexico

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	Mexico		1698434 7-Jan-16		33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 7 January 2023

New Zealand

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	New Zealand	AU637537 12-Aug-94	245679 16-Feb-95	245670 12-Feb-99	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 12 August 2025

Switzerland

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	Switzerland		0493169 4-Jun-99	467041 25-Nov-99	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 04 June 2029

United Kingdom

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	United Kingdom	AU637537 18-Aug-94	1582563 31-Oct-94	1582053 15-Mar-98	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 31 October 2023
DEAKIN ESTATE ARTISAN'S BLEND	United Kingdom		2423692 8-Jun-06	2423692 22-Jun-07	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 08 June 2026

United States of America

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	United States of America		74597453 16-Nov-94	2118205 3-Dec-97	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 02 December 2027

International Registration

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
<i>La La Land</i>	Japan	Based on AU1805986	1217236 27-Mar-10	1217236 6-Dec-10	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 8 July 2024
<i>La La Land</i>	European Union	Based on AU1805986	1217236 8-Jul-14	1217236 4-Aug-15	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 8 July 2024
<i>La La Land</i>	United States of America	Based on AU1805986	4R 1217238 8-Jul-14	4714497 7-Apr-15	33	Wines	Wingara Wine Group Pty Ltd	Registered Affidavit of Use due 7 April 2020 to 7 April 2021 Next Renewal - 6 July 2024

Schedule 2

Unregistered Trade Marks

The common law equivalents of each of the Registered Trade Marks.

Brands

Azahara

Deakin Estate

Deakin Artisans Blend

La La Land

La Di Da

Airs & Graces

Wild Spell

Deakin Vine Series

Schedule 3

Social Media Accounts

Reference	Platform	User/Account Name
1.	Facebook	Pages located at https://www.facebook.com/deakinestate https://www.facebook.com/azaharawines/ https://www.facebook.com/lalalandwines/
2.	Twitter	Page located at https://twitter.com/deakinestate
3.	Instagram	Pages located at https://www.instagram.com/azaharawine/ https://www.instagram.com/lalalandwines/
4.	Youtube	Pages located at https://www.youtube.com/channel/UCNsPuF5-E5qopwB9XpS6RNA https://www.youtube.com/channel/UCWIOQ2S7BoYroOJS75aYXCw www.youtube.com/channel/UC0Kq2v347LRUOsSFn05eiCA

Schedule 4

Domain Names

azahara.com.au

lalalandwines.com.au

deakinestate.com.au

Executed by the parties as a deed

Assignor

Executed by **Wingara Wine Group Pty Ltd ACN 008 350 787** in accordance with section 127(1) of the Corporations Act:

Signature of director

Name (please print)



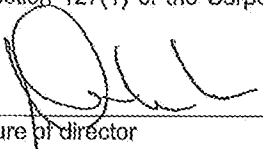
Signature of director/secretary

Name (please print)



Assignee


Executed by **Calabria Family Wines Pty Ltd ACN 074 534 295** in accordance with section 127(1) of the Corporations Act:



Signature of director

WILLIAM CALABRIA
Name (please print)





Signature of director/secretary

ELIZABETH CALABRIA
Name (please print)



Date

Parties

Assignor **Wingara Wine Group Pty Ltd ACN 006 350 787** of Level 1 166 Albert Rd South
Melbourne Victoria 3205 Australia

Assignee **Calabria Family Wines Pty Ltd ACN 074 534 295** of Farm 1283, Brayne Road,
Griffith NSW 2680

Background

-
- A. The Assignor is the legal and beneficial owner of the Intellectual Property.
- B. Pursuant to an agreement for the sale and purchase of certain assets between the Parties dated 2 November 2020, the Assignor has agreed to, among other matters, assign the Intellectual Property to the Assignee.
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- (ii) which are, or have been, used solely in connection with the Assets; and
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being the exclusive right to do, and to authorise others to do, any and all acts vested in the owner of copyright at common law and pursuant to the Copyright Act and its equivalent laws in any jurisdiction (except in respect of Moral Rights);

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Encumbrance has the same meaning as set out in the Assets Sale Agreement;

Goodwill means all of the goodwill accrued by or on behalf of the Assignor arising from trade in the particular goods and services for which the Trade Marks have been used and, in respect of the Unregistered Trade Marks, the parties acknowledge and agree that goodwill related to the Assets transfers to the Assignee with effect from Completion;

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- (h) a reference to a Party to this Deed includes the Party's executors, administrators, successors, permitted assigns and substitutes;
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- (d) will not assist any third party to undertake any of the acts described in clauses 3(a) to 3(c) inclusive in respect of,

the Trade Marks, or any other sign or trade mark which is substantially identical, or deceptively similar, to the Trade Marks except with the express written consent of the Assignee.

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- (a) effectively assign the Assignor's rights, title and interest in and to the Intellectual Property to the Assignee;
- (b) enable the Assignee to be recorded as the owner of each of the registrations comprised in the Registered Trade Marks;
- (c) cancel the authorisation of any authorised user of any of the Trade Marks;
- (d) enable the Assignee to assume and be formally recorded as the registrant of the Domain Names; and
- (e) enable the Assignee to assume absolute control and registration of each of the Social Media Accounts.

5. Notices

Any notice required to be given under this Deed by any Party to another Party shall:

- (a) be in writing to the address of the intended recipient shown in this Deed or to such other address as has been most recently notified in writing by the intended recipient to the sender;
- (b) be signed by a person duly authorised by the sender; and
- (c) shall be deemed to have been given and served:
 - (i) where delivered by hand, at the time of delivery;
 - (ii) where delivered by email, on receipt by the sender of a successful transmission control report or delivery notification from the transmitting machine, indicating that the transmission has been made without error or rejection; and
 - (iii) where delivered by mail, 2 Business Days after the date of posting,

but if such delivery or receipt is not on a business day in the place of receipt or is later than 5.00 pm (local time) on any day, the notice shall be deemed to have been given and served on the next business day in the place of receipt.

6. Costs

Subject to clause 7, each Party shall bear its own costs in relation to the preparation, negotiation and execution of this Deed and all things to be done hereunder.

7. Stamp Duty

All stamp duty assessed on or in respect of this Deed shall be paid by the Assignee. The Assignee will be responsible for arranging any stamping of this Deed required by law.

8. Law

The law of this Deed is the law of the State of Victoria and the Commonwealth of Australia and the Parties submit themselves to the jurisdiction of the Courts of the State of Victoria and the Commonwealth of Australia for any matters arising in relation to this Deed.

9. Further Assurances

Each Party agrees to do all things and sign all documents which are necessary or desirable to give full effect to the provisions of this Deed and the transactions contemplated by it.

10. Amendments

No amendment or variation of this Deed is valid or binding on a Party unless made in writing and executed by both Parties.

11. Entire agreement

This Deed (together with the Assets Sale Agreement) constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior agreements and understandings.

12. Counterparts

- (a) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (b) No Party will be bound by this Deed unless and until all counterparts are duly exchanged between the Parties.
- (c) This Deed, including counterparts of it, may be exchanged electronically (including by email).
- (d) This Deed may be executed in accordance with the COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020.

Schedule 1
Registered Trade Marks

Australia

Trademark	Country	Priority/Trade Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
AZAJARA	Australia		1446763 6-Sep-11	1446763 20-Apr-12	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 06 September 2021
DEAKIN ESTATE	Australia		637537 12-Aug-94	637537 2-Nov-95	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 12 August 2021
DEAKIN ESTATE ARTISAN'S BLEND	Australia		1070659 18-Aug-05	1070659 27-Mar-06	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 18 August 2025
LA DI DA	Australia		1711294 27-Aug-15	1711294 16-Mar-16	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 31 July 2025
<i>La Di Da</i>	Australia		1805008 13-Feb-14	1805008 11-Sep-14	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 13 February 2024

Cambodia

Trademark	Country	Priority/Trade Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	Cambodia		NHT201596593 2-Dec-15	R999174916 26-Oct-18	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 2 December 2025

Canada

Trademark	Country	Priority/Trade Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
<i>La Di Da</i>	Canada	AU1902656 13-Feb-14	1684426 3-Jul-14		33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 15 July 2031
DEAKIN ESTATE	Canada	AU637537 12-Aug-94	869969 20-Feb-98	TMA537793 27-Nov-00	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 27 November 2030
DEAKIN ESTATE ARTISAN'S BLEND	Canada	1070658 18-Aug-05	1304567 7-Jul-06	TMD01443 22-Nov-07	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 22 November 2022

China

Trademark	Country	Priority/Trade Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	China	AU637537 12-Aug-94	95013674 20-Nov-98	903157 20-Nov-98	33	Wines	Niagara Wine Group Pty Ltd	Registered Next Renewal - 20 November 2026
迪金酒庄	China		9534798			contracts		Registered

(Deakin Estate)	China				33	Wines	Wingara Group Pty Ltd	Next renewal - 25 August 2021
迪金酒庄 (DEAKIN ESTATE)	China		21670382	25-Oct-16	33	Wines	Wingara Group Pty Ltd	Registered Next renewal - 6 September 2020

European Union

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
			17996690	17996690				
AIRS & GRACES	European Union		7-Dec-16	22-Mar-19	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 6 December 2020
DEAKIN ESTATE	European Union	GB1582083	2312627	2312627	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 20 July 2021

Germany

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
			30137804 4	30137804 4				
DEAKIN ESTATE	Germany		21-Jun-01	11-Sep-01	33	Wine made from vintage owned by the wine-growing estate, alcoholic beverages (except beer and wine)	Wingara Wine Group Pty Ltd	Registered Next Renewal - 21 June 2021

Indonesia

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
			D002011 007206	IDM00373642				
DEAKIN ESTATE	Indonesia		25-Feb-11	30-Oct-12	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 25 February 2021

Ireland

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
			200601318	234346				
DEAKIN ESTATE ARTISAN'S BLEND	Ireland		6-Jun-06	10-Jan-07	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 05 June 2020

Japan

Trademark	Country	Priority/Basic Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
			11-42609	4400748				
DEAKIN ESTATE	Japan		13-May-99	14-Jul-00	33	Wine, fruit wine and foreign liquors	Wingara Wine Group Pty Ltd	Registered Next Renewal - 14 July 2020

Mexico

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	Mexico		1698434 7-Jan-18		33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 7 January 2026

New Zealand

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	New Zealand	AU637637 12-Aug-94	245670 10-Feb-96	245670 12-Feb-96	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 12 August 2025

Switzerland

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	Switzerland		0493189 4-Jun-99	467041 25-Nov-99	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 04 June 2029

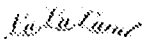
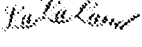
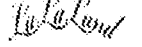
United Kingdom

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	United Kingdom	AU637637 18-Aug-94	1592963 31-Oct-94	1602963 15-Mar-96	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 31 October 2024
DEAKIN ESTATE ARTISAN'S BLEND	United Kingdom		2423862 8-Jun-08	2423862 22-Jan-07	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 08 June 2020

United States of America

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
DEAKIN ESTATE	United States of America		74597463 10-Nov-84	2116205 7-Dec-97	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 02 December 2027

International Registration

Trademark	Country	Priority/Basis Number/Date	Application Number/Date	Registration Number/Date	Class	Goods and Services	Owner	Status
	Japan	Based on AU1606886	1217236 27-Mar-18	1217236 8-Dec-18	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 8 July 2024
	European Union	Based on AU1606886	1217236 8-Jul-14	1217236 4-Aug-16	33	Wines	Wingara Wine Group Pty Ltd	Registered Next Renewal - 8 July 2024
	United States of America	Based on AU1606886	(IR 1217236) 8-Jul-14	4714497 7-Apr-15	33	Wines	Wingara Wine Group Pty Ltd	Registered Affidavit of Use due 7 April 2020 to 7 April 2021 Next Renewal - 8 July 2024

Schedule 2

Unregistered Trade Marks

The common law equivalents of each of the Registered Trade Marks.

Brands

Azahara

Deakin Estate

Deakin Artisans Blend

La La Land

La Di Da

Airs & Graces

Wild Spell

Deakin Vine Series

1

Schedule 3

Social Media Accounts

Reference	Platform	User/Account Name
1.	Facebook	Pages located at https://www.facebook.com/deakinestate https://www.facebook.com/azaharawines/ https://www.facebook.com/lalalandwines/
2.	Twitter	Page located at https://twitter.com/deakinestate
3.	Instagram	Pages located at https://www.instagram.com/azaharawine/ https://www.instagram.com/lalalandwines/
4.	Youtube	Pages located at https://www.youtube.com/channel/UCNsPuF5-E5qqpwB9XpS6RNA https://www.youtube.com/channel/UCWlOQ2S7BoYroOJS75aYXCw www.youtube.com/channel/UC0Kq2v347LRUOsSFh05eIcA

Schedule 4
Domain Names

azahara.com.au

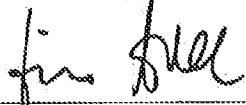
lalalandwines.com.au

deakinestate.com.au

Executed by the parties as a deed

Assignor

Executed by Wingara Wine Group Pty Ltd ACN 006 350 787 in accordance with section 127(1) of the Corporations Act:



Signature of director

Thomas Scholl

Name (please print)

←  ←

Signature of director/secretary

CHRISTOPHER PIKE

Name (please print)

Assignee

Executed by Calabria Family Wines Pty Ltd ACN 074 534 295 in accordance with section 127(1) of the Corporations Act:

Signature of director

Name (please print)

← _____ ←
Signature of director/secretary

Name (please print)