OP \$40.00 2118205

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM614875

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
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

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: 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

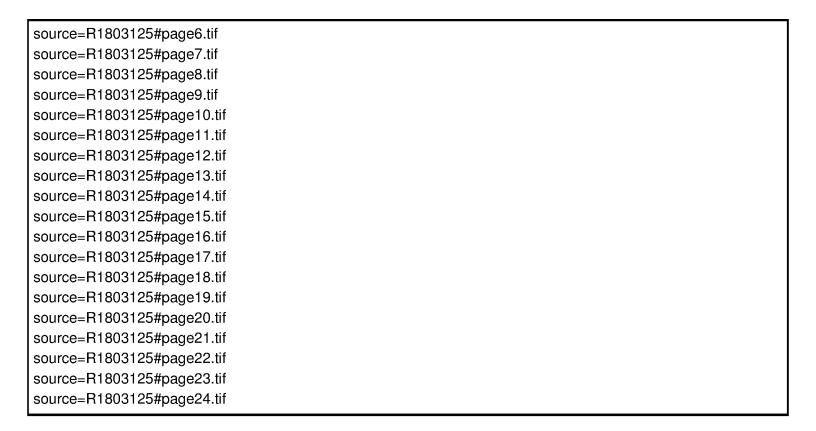
NAME OF SUBMITTER:	Linda Monge Callaghan
SIGNATURE:	/Linda Monge Callaghan/
DATE SIGNED:	12/16/2020

Total Attachments: 24

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TRADEMARK REEL: 007137 FRAME: 0130



TRADEMARK REEL: 007137 FRAME: 0131 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 regulres 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
- 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:

- effectively assign the Assignor's rights, title and interest in and to the Intellectual Property to the Assignee;
- 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;
- 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:

- 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 duty 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

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United States of America

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			8-301-13	7-Apr-15			Lid.	Next Renovat 8 July 2024

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

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/ialalandwines/
4,	Youtube	Pages located at https://www.youtube.com/channel/UCNsPuF5-E5qopwB9XpS6RNA https://www.youtube.com/channel/UCWIOQ2S7BoYroOJS75aYXCw www.youtube.com/channel/UC0Kq2v347LRUOsSFn05etCA

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		Signature of director/secretary
Name (please print)		Name (please print)
Assignee		
Pty Ltd ACN 074 534 295 in accordance with section 127(1) of the Corporations Act:		2011
Signature of director		Signature of director/secretary
WILLIAM CALABETA Name (please print)		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.
- 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.

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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;
- 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:

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- (a) rights in and to those registrations;
- (b) colour variations of those trade marks;
- (c) rights to apply for renewal of those trade marks;
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- (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:
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2. Assignment of Intellectual Property

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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

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- effectively assign the Assignor's rights, title and interest in and to the Intellectual Property to the Assignee;
- 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

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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.

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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

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ARAHASA	Piototo		6-Sep-11	20-Apr-12	33	Wignes	Wingaro Wino Gravo Pay Lur	Next Reneval - 06 September 2021
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International Registration

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Jolalan	United States of America	8206d on AU1805888	79152493 (IR 1217236)	4714497	33	Wintes	Wingsra Wine Group Pty Ltd	Registered Altidavs of Use due 7 April 2020 to 7 April 2021 Novi
			8-Ju-14	7-Apr-15				Renewal - B July 2024

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

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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/UC0Kq2v347LRUOsSFn05elCA

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/secretary Signature of director CHRISTOPHER PIKE Name (please print) Name (please print) <u>Assignee</u> Executed by Calabria Family Wines Pty Ltd ACN 074 534 295 in accordance with section 127(1) of the Corporations Act: Signature of director/secretary Signature of director Name (please print) Name (please print)