

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M & G BRANDS, LIMITED		03/18/2021	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	McWilliam's Wines Group Ltd		
Street Address:	C/- KPMG, Tower Three International Towers Sydney		
Internal Address:	300 Barangaroo Avenue		
City:	Sydney, New South Wales, 2000		
State/Country:	AUSTRALIA		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78085423	HANWOOD ESTATE	
Serial Number:	77233824	MCWILLIAM'S	
Serial Number:	78224912	MCWILLIAM'S "1877"	
Serial Number:	76309995	MCWILLIAM'S HANWOOD ESTATE	
Serial Number:	75271281	LOVEDALE	
Serial Number:	78145641	MCW	
CORRESPONDENCE DATA			
Fax Number:	6099243036		
<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:	609-924-8555		
Email:	tadenys@pbnlaw.com		
Correspondent Name:	TODD A. DENYS		
Address Line 1:	600 ALEXANDER ROAD, SUITE 2-1		
Address Line 4:	PRINCETON, NEW JERSEY 08540		
DOMESTIC REPRESENTATIVE			
Name:	Todd A. Denys		
Address Line 1:	600 Alexander Road, Suite 2-1		

CH \$165.00 78085423

Address Line 4: Princeton, NEW JERSEY 08540	
NAME OF SUBMITTER:	TODD A. DENYS
SIGNATURE:	/todd a denys/
DATE SIGNED:	09/09/2021

Total Attachments: 28

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NOTARIAL CERTIFICATE

I, **Luke Carlos Dale Notary Public**, practising in the City of Adelaide in the State of South Australia in the Commonwealth of Australia **CERTIFY** that:

- (a) I was present at Adelaide, South Australia on 24 May 2021 with **MR TIMOTHY DAVID MABLESON** of age 45, born on 4 August 1975, who satisfactorily identified himself to me by production of his Australian Passport No. PA5151350;
- (b) the document (**Document**) annexed to this notarial act comprised of twenty-five (25) pages, each of which bears an impression of my official stamp for the purposes of identification, was executed by Timothy David Mableson; and
- (c) the signature on the Document purporting to be the signature of Timothy David Mableson is his true signature and proper handwriting and he is of full age and full capacity and executed the Document of his own free will.

IN WITNESS of which I have subscribed my name and affixed my seal of office this 24th day of May 2021.



.....
Luke Carlos Dale Notary Public
Adelaide, South Australia, Australia
My appointment is not limited by time.

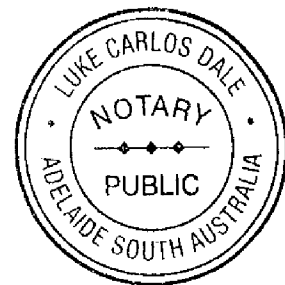


TRADEMARK

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Annexure – Trade Mark Assignment Deed

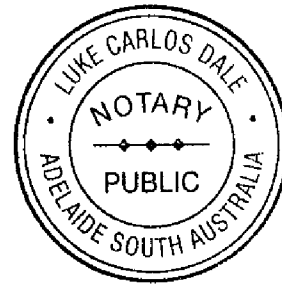
M & G Brands, Limited
and
E. & J. Gallo Winery
and
**McWilliam's Wines Group Ltd (Subject to deed of
company arrangement)
ACN 000 024 108**



24/5/2021

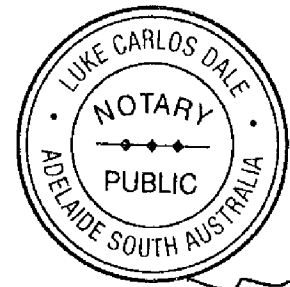
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24/5/2021

Annexure – Trade Mark Assignment Deed



Date

Parties

M & G Brands, Limited of Ugland House, PO Box 309 G.T., South Church Street, Grand Cayman, Cayman Islands

24/5/2021

(Assignor)

E. & J. Gallo Winery of 600 Yosemite Boulevard, Modesto, California 95354, United States

(Gallo)

McWilliam's Wines Group Ltd (Subject to Deed of Company Arrangement) ACN 000 024 108 C/- KPMG, Tower Three International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000

(Assignee)

Recitals

- A. The Assignor is the owner of the M&G Trade Marks.
- B. Gallo is the owner of the Gallo Trade Marks.
- C. The Assignor has agreed to transfer and assign the M&G Trade Marks to the Assignee, and Gallo has agreed to transfer and assign the Gallo Trade Marks to the Assignee, with effect from the Effective Date and the Assignee accepts the assignment on the terms and conditions set out in this deed.

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

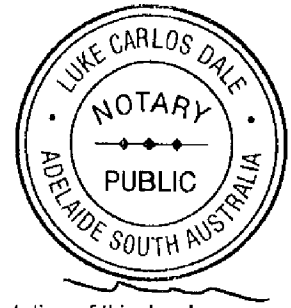
1. Definitions and interpretation

1.1 Definitions

In this deed:

Deed of Release	means the deed of release between the Assignor, the Assignee, Gallo and Gayle Dickerson, Ryan Eagle and Tim Mablesen in their capacity as joint and several administrators of the deed of company arrangement in respect of McWilliam's Wines Group Ltd (subject to deed of company arrangement), dated on or about 20 November 2020.
Effective Date	means the date on which Gallo receives the Settlement Sum in full, being November 25, 2020.
Gallo Trade Marks	means the trade marks listed in schedule 2.
M&G Trade Marks	means the trade marks listed in schedule 1.
Settlement Sum	has the meaning given in the Deed of Release.
Territory	means, in respect of a Trade Mark, the jurisdiction in which it is applied for.
Trade Marks	means the Gallo Trade Marks and the M&G Trade Marks.

TRADEMARK
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1.2 Interpretation

In this deed unless a contrary intention is expressed:

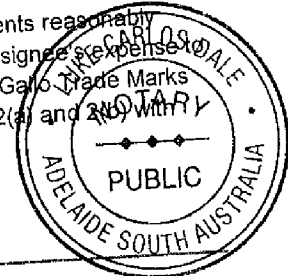
- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
- (e) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (f) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a reference to a party to any document includes that party's successors and permitted assigns;
- (h) 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;
- (i) 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;
- (j) a reference to a day is to the period of time commencing at midnight and ending 24 hours later; and
- (k) a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

2. Assignment

- (a) With effect from the Effective Date, Gallo assigns to the Assignee all Gallo's right, title and interest in the Gallo Trade Marks in full free from all third party rights, and without limitation, reservation or condition, in addition to the goodwill symbolised thereby.
- (b) With effect from the Effective Date, the Assignor assigns to the Assignee all the Assignor's right, title and interest in the M&G Trade Marks in full free from all third party rights, and without limitation, reservation or condition, in addition to the goodwill symbolised thereby.
- (c) The assignments in clauses 2(a) and 2(b) includes Gallo's and the Assignor's (as applicable) right to take action (and recover and retain damages or an account of profits or any other available remedy) in respect of infringement of each of the Gallo Trade Marks and the M&G Trade Marks (as applicable) (including where the infringement took place before the Effective Date).

3. Recordal and further assistance

- (a) The Assignee must, at the Assignee's expense, promptly have the assignment of the Gallo Trade Marks and the M&G Trade Marks recorded on all relevant trade marks registers.
- (b) Gallo and the Assignor each agree to execute any further documents reasonably required by the Assignee and prepared by the Assignee at the Assignee's expense to give effect to this deed and the recordal of the assignment of the Gallo Trade Marks and the M&G Trade Marks (as applicable) referred to in clauses 2(a) and 2(b) with the relevant trade mark office.



4. Costs and stamp duty

4.1 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.

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4.2 Stamp duty

The Assignee must pay any stamp duty payable on this deed or in connection with any of the transactions contemplated by this deed.

5. General

5.1 Assignment

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

5.2 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.

5.3 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 5.3(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.

5.4 Severance

If a provision in this deed is wholly or partly void, illegal or unenforceable in any relevant Territory 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.

5.5 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed under the laws in force in New South Wales, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and its courts of appeal 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.

5.6 No reliance

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

5.7 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.

5.8 Relationship of parties

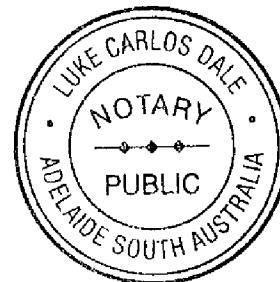
- (a) The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.
- (b) Nothing in this deed gives a party authority to bind any other party in any way.

5.9 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.

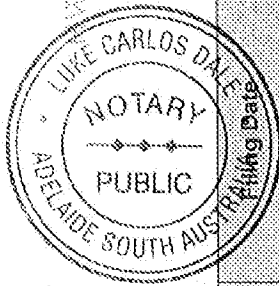
5.10 Remedies cumulative

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.



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EBSWORTH



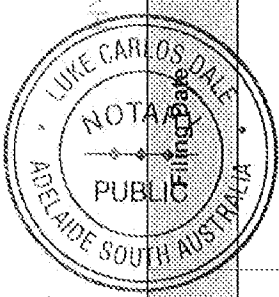
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Schedule 1 M&G Trade Marks

Owner	Country/ Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Antigua and Barbuda	20125464802LH	To be confirmed, to the extent that the applications are still active		Application	MCWILLIAM'S HANWOOD ESTATE	To be confirmed
M&G Brands, Limited		20125667903LH					
M&G Brands, Limited		20125871602LH					
M&G Brands, Limited	Antigua and Barbuda	99228546	29/09/2005	6614	29/10/2006	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers)
M&G Brands, Limited	Antigua and Barbuda	71561	23/12/2011	7594	To be confirmed to the extent that the registration is still active	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Aruba	IM-050729.19	29/07/2005	26347	30/01/2006	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Aruba	5041821	18/04/2005	25710	18/05/2006	McWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers)
M&G Brands, Limited	Bahamas	28231	03/11/2005	28231	26/11/2010	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers)
M&G Brands, Limited	Bahamas	26662	12/05/2004	26662	12/03/2008	MCWILLIAM'S HANWOOD ESTATE	Local Cl. 43. Alcoholic beverages (except

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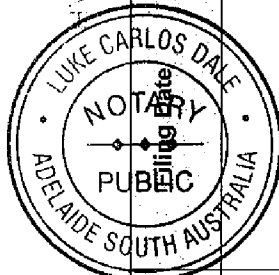
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Owner	Country/ Jurisdiction	App No.	Registration Date	Registration No	Trade Mark	Classes/ Goods/Services
Limited						beers) and all other goods included
M&G Brands, Limited	Barbados	0	12/06/2007	81/20800	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Belize	8005385	07/05/2008	5385.08	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Bermuda	42125	06/07/2005	42125	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Cambodia	29649	17/12/2007	KH2810008	MCWILLIAM'S HANWOOD ESTATE	33 - Brandy, cocktails, gin, wines, spirits, liqueurs, and champagne
M&G Brands, Limited	Canada	1229864	10/09/2004	718479	J.J. MCWILLIAM	33 - Wines.
M&G Brands, Limited	Canada	1177442	08/05/2003	683132	MCWILLIAM'S 1877	33 - Wines.
M&G Brands, Limited	Canada	1155335	11/10/2002	620145	MCWILLIAM'S HANWOOD ESTATE	33 - Wines.
M&G Brands, Limited	Canada	1346369	07/05/2007	740001	MOUNT PLEASANT	33 - Wines.
M&G Brands, Limited	Canada	1177271	06/05/2003	647193	STENTIFORD'S	33 - Wines.

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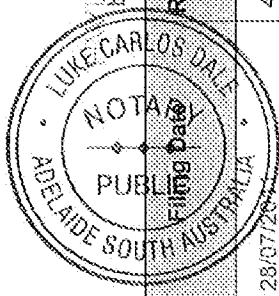


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Owner	Country/ Jurisdiction	App No	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Canada	1147109	TMA609267	04/05/2004	MCW	33 – Wines, brewed alcoholic beverages and fermented alcoholic beverages (except beers), port, sherry and brandy, prepared alcoholic cocktails, alcoholic malt coolers.
M&G Brands, Limited	Caribbean Netherlands (Bonaire, St Eustatius, Saba)	1328	1328	01/07/2011	MCWILLIAM'S HANWOOD ESTATE	33 – Alcoholic beverages (except beers).
M&G Brands, Limited	China (People's Republic)	4415174	4415174	21/06/2007	J.J. MCWILLIAM	33 – Alcoholic beverages (except beers).
M&G Brands, Limited	China (People's Republic)	7718740	7718740	28/11/2010	J.J. MCWILLIAM (Chinese Characters)	33 – Alcoholic beverages (except beers).
M&G Brands, Limited	China (People's Republic)	7718739	7718739	28/11/2010	MCWILLIAM'S (Chinese Characters)	33 – Alcoholic beverages (except beers).
M&G Brands, Limited	China (People's Republic)	4208337	4208337	28/10/2006	MCWILLIAM'S HANWOOD ESTATE	33 – Alcoholic beverages (except beers).
M&G Brands, Limited	China (People's Republic)	7718741	7718741	28/11/2010	MCWILLIAM'S HANWOOD ESTATE (Chinese Characters)	33 – Alcoholic beverages (except beers).
M&G Brands, Limited	China (People's Republic)	40058077	40058077	21/03/2020	MCWILLIAM'S	33 – Alcoholic beverages (except beers).

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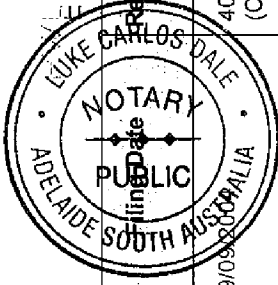
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EBSWORTH

Owner	Country/ Jurisdiction	App No	Filing Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Colombia	11095155	28/07/2010	445815	26/03/2012	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Croatia	Z20101673A	20/09/2010	Z20101673	11/08/2011	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Curacao	D-500404	15/07/2005	11486	15/07/2005	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Curacao	D100410	17/08/2010	14964	07/09/2010	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Dominica	77/06	28/06/2006	77/06	30/06/2008	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers), (Local Class 43).
M&G Brands, Limited	Dominican Republic	2005-40885	29/06/2005	149243	29/06/2005	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Dominican Republic	2008-5101	29/02/2008	167312	29/05/2008	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Ethiopia	FTM16302013	04/12/2013		16/05/2015	MCWILLIAM'S	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	European Community	4142162	25/11/2004	4142162	30/01/2008	ELIZABETH	33 - Alcoholic beverages (except beers).

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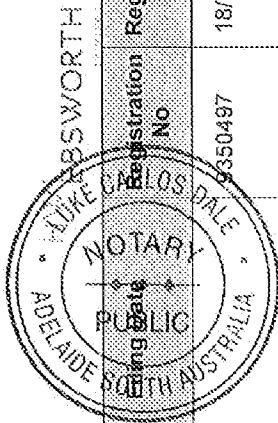
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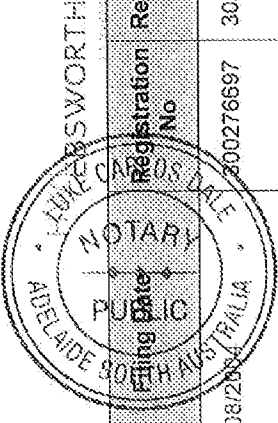
Owner	Country/ Jurisdiction	App No.	Registration Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	European Community	4017091	09/09/2004	4017091 (CTM)	03/01/2006	J. J. MCWILLIAM	33 - Table wines and whisky
M&G Brands, Limited	European Community	3845146	21/05/2004	3845146	30/09/2005	JOHN JAMES MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	European Community	4150041	01/12/2004	4150041	21/12/2005	LOVEDALE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	European Community	2093268	12/02/2001	2093268	18/03/2002	MCWILLIAM'S HANWOOD ESTATE	33 - Wines and other alcoholic beverages (except beers).
M&G Brands, Limited	European Community	4141214	25/11/2004	4141214	21/12/2005	MOUNT PLEASANT	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	European Community	6829204	14/04/2008	6829204	16/01/2009	MOUNT PLEASANT ELIZABETH	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	European Community	9350646		9350646	18/01/2011	MCWILLIAM'S	33 - Alcoholic beverages including wines.
M&G Brands, Limited	European Community	9760174		9760174	04/07/2011	MCWILLIAM'S FREDERICK	33 - Alcoholic beverages including wines.
M&G Brands, Limited	European Community	10611861		10611861	13/06/2012	MCWILLIAM'S MOUNT PLEASANT ELIZA	33 - Alcoholic beverages; wines.
M&G Brands, Limited	European Community	10611846		10611846	13/06/2013	MCWILLIAM'S MOUNT PLEASANT ELIZA JANE	33 - Alcoholic beverages; wines.

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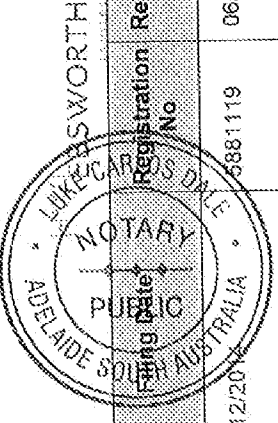
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Owner	Country/ Jurisdiction	App. No.	Registration Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	European Community	9350497	15/11/2010	9350497	18/01/2011	MOUNT PLEASANT	33 - Alcoholic beverages including wines.
M&G Brands, Limited	Fiji	869/10	25/02/2010	869/10	15/11/2010	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers). (Local Class 43).
M&G Brands, Limited	Fiji	165/10	11/01/2010	165/10	02/08/2010	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	France	103703855	15/07/2005	103703855	11/01/2010	MCWILLIAM'S HANWOOD	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Haiti	2005-663-A	07/05/2019	30/149	15/02/2006	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Hong Kong	304915468	17/11/2004	304915468	07/05/2019	MCWILLIAM'S	33 - Wines and alcoholic beverages (except beers).
M&G Brands, Limited	Hong Kong	300320615	04/02/2005	300320615	17/11/2004	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Hong Kong	300367164	21/07/2004	300367164	04/02/2005	J.J. MCWILLIAM (J.J. Mak Wat Lim characters)	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Hong Kong	300253205	21/07/2004	300253205	21/07/2004	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).

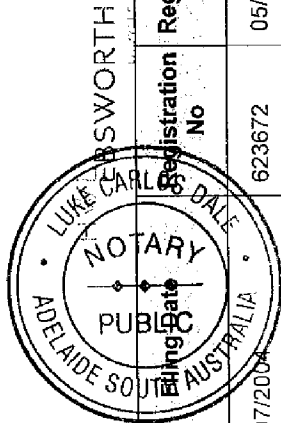


Owner	Country/ Jurisdiction	App. No.	Filing Date	Registration No	Registration Date	Trade Mark	Class/es Goods/Services
M&G Brands, Limited	Hong Kong	300276697	30/08/2004	300276697	30/08/2004	MCWILLIAM'S HANWOOD ESTATE (Chinese Characters series)	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Hong Kong	19671364		19671364	04/10/1965	MCWILLIAM'S WINES PTY. LTD.	33 - Wines and brandies
M&G Brands, Limited	Hong Kong	302709423		302709423	19/08/2013	MOUNT PLEASANT	33 - Wines.
M&G Brands, Limited	Iceland	1425/2004	26/05/2004	680/2004	06/09/2004	JOHN JAMES MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Iceland	916/2004	05/04/2004	590/2004	05/07/2004	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	India	1324619	08/12/2004	1324619	10/07/2007	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	India	1277762	06/04/2004	1277762	05/10/2006	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Jamaica	47126	27/07/2005	47126	27/07/2005	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Jamaica	49645	18/12/2006	49645	18/12/2006	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).

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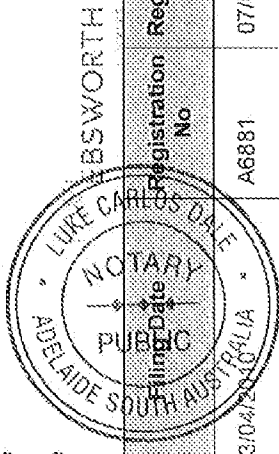


Owner	Country/ Jurisdiction	App. No.	Filing Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Japan	2014-101525	02/12/2014	5881119	06/09/2016	MOUNT PLEASANT	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Japan	2004-083203	09/09/2004	4852949	01/04/2005	J.J. MCWILLIAM	33 - Wines, other fruit wines, Western liquors, Japanese liquors, Chinese liquors, spicy liquors.
M&G Brands, Limited	Japan	2006-056379	16/06/2006	5032917	16/03/2007	MCWILLIAM (Katakana)	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Japan	62-022334	05/03/1987	2157779	31/07/1989	MCWILLIAM'S	33 - Beers.
M&G Brands, Limited	Japan	1018722	02/03/2001	455464	05/04/2002	MCWILLIAM'S HANWOOD ESTATE	32 - Old Class 28: Liquors/Re-Classified (2009) for Japanese liquors; Western liquors; Fruit wines; Chinese liquors; Spicy liquors.
M&G Brands, Limited	Korea, Republic of	40-2014-64583	26/09/2014	401111450	11/06/2015	MOUNT PLEASANT	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Korea, Republic of	40-2004-43305	21/09/2004	628529	19/08/2005	J.J. MCWILLIAM	33 - Wines, sparkling wines, brandies, champagnes, vermouths and wine coolers.



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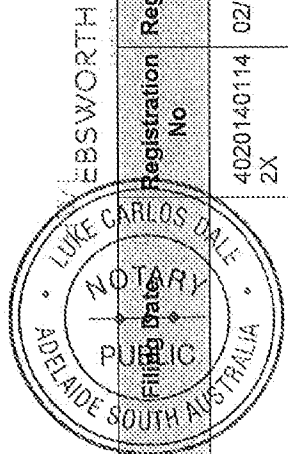
Owner	Country/ Jurisdiction	App No.	Registration Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Korea, Republic of	40-2004-30265	02/07/2004	623672	05/07/2005	MCWILLIAM'S HANWOOD ESTATE	33 - Wines, sparkling wines, brandies, champagnes, vermouths and wine coolers.
M&G Brands, Limited	Korea, Republic of	40-2004-30266	02/07/2004	623673	05/07/2005	STENTIFORD'S	33 - Wines, sparkling wines, brandies, champagnes, vermouths and wine coolers.
M&G Brands, Limited	Macedonia	TM 2010/1047	17/09/2010			MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Malaysia	2004-17936	17/11/2004	4017936	17/11/2004	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Malaysia	4012779	27/08/2004	4012779	27/12/2006	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Mexico	2155028	21/01/2019	1990148	11/04/2019	MCWILLIAM'S	33 - Alcoholic beverages, namely wines
M&G Brands, Limited	Mexico	779686	27/04/2006	935091	26/05/2006	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Montenegro	Z-2010/332	17/09/2010	7108	24/01/2013	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Panama	174817	11/09/2008	174817	11/09/2008	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).



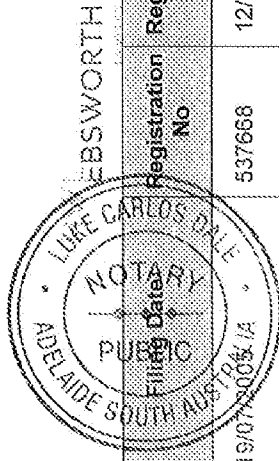
24/5/2021

Owner	Country/ Jurisdiction	App No	Filing Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Papua New Guinea	68881	13/04/2010	A6881	07/07/2011	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Peru	380181	27/01/2009	153663	10/06/2009	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Romania	M2010-06764	22/09/2010	112651	21/02/2011	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Samoa	6377	22/11/2012	6377	24/12/2013	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Samoa	5703	16/03/2010	5703	17/03/2011	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Serbia	Z-1988/10	03/12/2010	62617	19/04/2011	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Singapore	T04/00440D	16/01/2004	T04/00440D	15/01/2004	HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Singapore	19386Z	05/11/2004	T04/19386Z	05/11/2004	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Singapore	T09/06906G	25/06/2009	T09/06906G	25/06/2009	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Singapore	T6434076A		T6434076A	11/12/1963	MCWILLIAM'S	33 - Wines, spirits and liqueurs.

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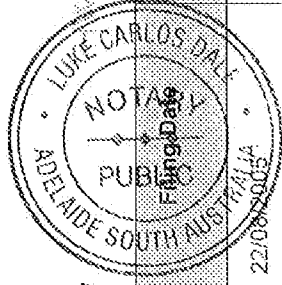


Owner	Country/ Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trade Mark	Classes Goods/Services
M&G Brands, Limited	Singapore	40201401142X		40201401142X	02/12/2014	MOUNT PLEASANT	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Sri Lanka	171384	23/05/2012	171384	20/09/2018	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Sri Lanka	171385	23/05/2012	171385	20/09/2018	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	St. Kitts and Nevis	232/2005	15/07/2005	232/2005	08/03/2006	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	St. Lucia	2005/000196	02/08/2005	2005/000196	18/01/2006	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	St. Maarten	D100410	17/08/2010	13455	07/09/2010	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	St. Vincent and the Grenadines	199/2005	22/09/2005	199/2005	01/12/2006	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Switzerland	03919/04	23/11/2004	529535	23/11/2004	J.J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Switzerland	523455	10/06/2004	523455	20/07/2004	JOHN JAMES MCWILLIAM	33 - Alcoholic beverages (except beers).



Owner	Country/ Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trade Mark	Class/es Goods/Services
M&G Brands, Limited	Switzerland	55959/2005	19/07/2005	537668	12/09/2005	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Switzerland	58748/2004	20/12/2004	530257	16/02/2005	MOUNT PLEASANT ELIZABETH	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Switzerland	58747/2004	20/12/2004	530256	16/02/2005	MOUNT PLEASANT LOVEDALE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Taiwan	103054498	19/09/2014	1693439	16/02/2015	MOUNT PLEASANT	33 - Alcoholic beverages except beers.
M&G Brands, Limited	Taiwan	93055121	25/11/2004	1167315	01/08/2005	J. J. MCWILLIAM	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Taiwan	94004859	31/01/2005	1171852	01/09/2005	J. J. MCWILLIAM (Chinese Characters)	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Taiwan	93023692	24/05/2004	1149383	16/04/2005	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Taiwan	94013131	24/03/2005	1182104	16/11/2005	MCWILLIAM'S HANWOOD ESTATE (Chinese Characters)	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Thailand	578679	14/01/2005	241812	23/05/2006	J. J. MCWILLIAM	33 - Wines and wine-based beverages.
M&G Brands, Limited	Thailand	578678	14/01/2005	234797	14/01/2005	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).

EBSWORTH

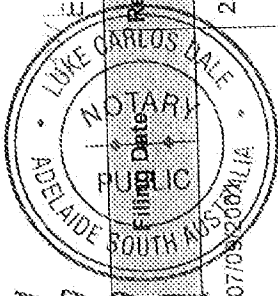


24/5/2021

Owner	Country/ Jurisdiction	App No.	Filing Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	Trinidad and Tobago	36374	22/08/2005	36374	16/03/2007	J.J. MCWILLIAM (stylized)	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	Turks and Caicos Islands	15819	31/03/2009	15819	31/03/2009	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
M&G Brands, Limited	United Kingdom	1553490	31/10/1994	1553490	27/10/1995	HANWOOD	33 - Wines, brandy, alcoholic beverages.
M&G Brands, Limited	United Kingdom	1553452	11/11/1993	1553452	23/02/1996	MCWILLIAM'S	33 - Wines.
M&G Brands, Limited	United Kingdom	2550972	22/06/2010	2550972	17/10/2010	MCWILLIAM'S HARMONY	33 - Wines.
M&G Brands, Limited	United Kingdom	1553491	11/11/1993	1553491	17/11/1995	MCWILLIAM'S HILLSIDE	33 - Wines, brandy, alcoholic beverages.
M&G Brands, Limited	United Kingdom	2108849	30/08/1996	2108849	01/04/1997	MOUNT PLEASANT	33 - Wines and brandies.
M&G Brands, Limited	United States of America	78/085423	25/09/2001	2904624	23/11/2004	HANWOOD ESTATE	33 - Wines.
M&G Brands, Limited	United States of America	77233824	19/07/2007	3398199	18/03/2008	MCWILLIAM'S	33 - Wines.
M&G Brands, Limited	United States of America	78224912	12/03/2003	3032801	20/12/2005	MCWILLIAM'S "1877"	33 - Wines.

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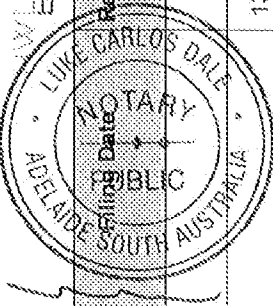
WEBB SWORTH



24/5/2021

Owner	Country/ Jurisdiction	App No	Filing Date	Registration No	Registration Date	Trade Mark	Classes/ Goods/Services
M&G Brands, Limited	United States of America	7630995	07/09/2004	2765123	16/09/2003	MCWILLIAM'S HANWOOD ESTATE	33 - Wines.
M&G Brands, Limited	United States of America	75271281	08/04/1997	2245361	18/05/1999	LOVEDALE	33 - Wines.
M&G Brands, Limited	United States of America	78145641	19/07/2002	2794669	16/12/2003	MCW	33 - Wines and other alcoholic beverages, namely, distilled spirits, liquors, sparkling wine, bitters and brandy
M&G Brands, Limited	Vietnam	4-2005-07968	30/06/2005	80133	16/03/2007	MCWILLIAM'S HANWOOD ESTATE	32 - Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages. 33 - Alcoholic beverages (except beers)
M&G Brands, Limited	WIPO	1336099		1336099	22/12/2016	MCW 480	33 - Alcoholic beverages, except beer, including wines.
M&G Brands, Limited	WIPO	1355190		1355190	22/12/2016	MCW 480	33 - Alcoholic beverages, except beer, including wines.
M&G Brands, Limited	WIPO	1337571		1337571	22/12/2016	MCW 660	33 - Alcoholic beverages, except

WILLIAMS EBSWORTH

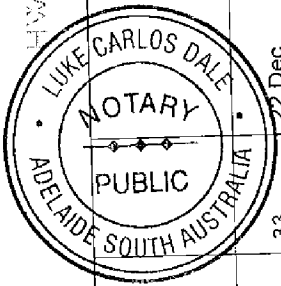


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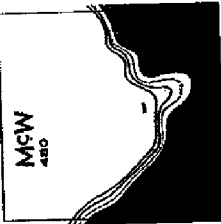
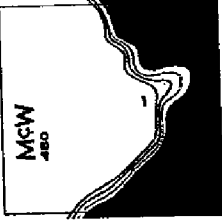
Owner	Country/ Jurisdiction	App. No.	Filing Date	Registration No	Registration Date	Trade Mark	Class/es Goods/Services
Limited							beer, including wines.
M&G Brands, Limited	WIPO	1355189		1355189	22/12/2016	MCW RESERVE 660	33 - Alcoholic beverages, except beer, including wines.
M&G Brands, Limited	WIPO	1308641		1308641	30/05/2012	MCWILLIAMS	33 - Wines, spirits and liqueurs
M&G Brands, Limited	WIPO	1277995		1277995	30/10/2015	MCWILLIAMS 1877	33 - Alcoholic beverages (except beer), including wines.

Registration No.	Mark	Class	Filing Date	Renewal Date	Country/Jurisdiction	Status
International Registration No. 1277995	McWILLIAM'S 1877	33	30 Oct 2015	30 Oct 2025	Madrid Protocol	Registered
International Registration No. 1308641	MCWILLIAMS	33	30 May 2016	30 May 2026	Designation (Total Refusal): China Madrid Protocol Designation: Mexico	Registered

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EBSWORTH

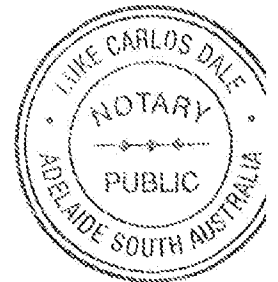


24/5/2021

International Registration No. 1336099	McW 480	33	22 Dec 2016	22 Dec 2026	Madrid Protocol Designations: China and USA	Registered
US Serial No. 79203881 US Registration No. 5784024	McW 480	33	22 Dec 2016	22 Dec 2026	United States of America	Registered
International Registration No. 1336099		33	22 Dec 2016	22 Dec 2026	Madrid Protocol Designations: China and US	Registered
US Serial No. 79212138 US Registration No. 5864604		33	22 Dec 2016	22 Dec 2026	United States of America	Registered

HW EBSWORTH

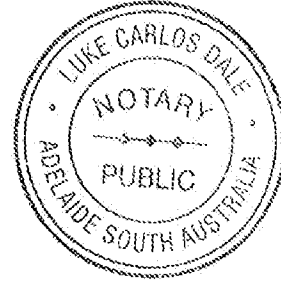
International Registration No. 1337571	McW 660	33	22 Dec 2016	22 Dec 2026	Madrid Protocol Designations: China and US	Registered
US Serial No. 79204478 US Registration No. 5393428	McW 660	33	22 Dec 2016	22 Dec 2026	United States of America	Registered
International Registration No. 1337571		33	22 Dec 2016	22 Dec 2026	Madrid Protocol Designations: China and US	Registered
International Registration No. 1355189		33	22 Dec 2016	22 Dec 2026	United States of America	Registered



24/5/2021

Schedule 2 Gallo Trade Marks

Owner	Country/ Jurisdiction	App No.	Filing Date	Registration No.	Registration Date	Trade Mark	Class/es
E. & J. Gallo Winery	British Virgin Islands	3124	14/11/2005	4431	Nov 14 2005	J J MCWILLIAM	33 - Alcoholic beverages (except beers)
E. & J. Gallo Winery	Costa Rica	20040003568	20/05/2004	15928	Feb 27 2006	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers).
E. & J. Gallo Winery	Iceland	14252004	27/05/2005	6802004	Sep 6 2004	JOHN JAMES MCWILLIAM	33 - Alcoholic beverages (except beers)
E. & J. Gallo Winery	St. Kitts Nevis	20050170	14/06/2005	1120677	Nov 1 2005	MCWILLIAM'S HANWOOD ESTATE	33 - Alcoholic beverages (except beers)



24/5/2021

Signing page

Executed as a deed

Signed, sealed and delivered by M & G
Brands, Limited

Alicia Maya
Signature of witness

Alicia Maya
Name of witness (print)

2316 Margo Drive, Modesto, CA 95355
Address of witness (print)

sr. Executive Assistant
Occupation of witness (print)

D.V.O.
Signature of authorised representative

Douglas B. Vilas
Full name (print)

Modesto, California
Place of execution (print)

March 18, 2021
Date of execution

Signed, sealed and delivered by
E. & J. Gallo Winery

D.V.O.
Signature of authorised representative

Douglas B. Vilas
Full name (print)

Modesto, California
Place of execution (print)

March 18, 2021
Date of execution

Signed for McWilliam's Wines Group Ltd
(Subject to Deed of Company
Arrangement) (ACN 000 024 108) by its
joint and several Deed Administrator,
Timothy David Mableson:

Timothy David Mableson
Signature of Timothy David Mableson



24/3/2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

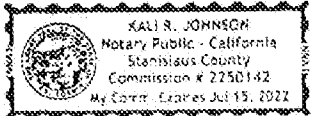
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Stanislaus }
On 3/18/21 before me, Kati R. Johnson - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Douglas B. Vilas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: TM Assignment Deed
Document Date: 11/25/20 Number of Pages: 25
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Douglas B Vilas
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney In Fact
[] Trustee [] Guardian of Conservator
[X] Other: Director
Signer is Representing: Douglas B Vilas

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

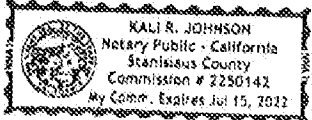
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus
On 3/18/21 before me, Kati R. Johnson, Notary Public
personally appeared Douglas B. Vilas

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: TM Assignment Deed
Title or Type of Document:
Document Date: 11/25/20 Number of Pages: 25
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Douglas B. Vilas
[X] Corporate Officer - Title(s): C.O.O.
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing: E. AS CALLO WINERY