

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732171

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900677335		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southcorp Wines Pty Ltd		10/04/2021	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Penfolds Wines Australia Pty Limited		
Street Address:	Level 8, 161 Collins Street		
City:	Melbourne, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3000		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78168430	THOMAS HYLAND	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	17072594589		
Email:	trademark@tweglobal.com		
Correspondent Name:	Kathleen E. Letourneau		
Address Line 1:	555 Gateway Drive		
Address Line 4:	Napa, CALIFORNIA 94558		
DOMESTIC REPRESENTATIVE			
Name:	Kathleen E. Letourneau		
Address Line 1:	555 Gateway Drive		
Address Line 4:	Napa, CALIFORNIA 94558		
NAME OF SUBMITTER:	Kathleen E. Letourneau		
SIGNATURE:	/Kathleen E. Letourneau/		
DATE SIGNED:	06/02/2022		

Total Attachments: 4

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Confirmatory trade mark assignment deed

Date ➤ 4 October 2021

Between the parties

Assignor Southcorp Wines Pty Limited
of 403 Pacific Highway, Artarmon, NSW 2064, Australia

Assignee Penfolds Wines Australia Pty Limited
of Level 8, 161 Collins Street, Melbourne VIC 3000, Australia

- Recitals
- 1 The Assignor and the Assignee entered into an 'IP assignment deed' on or about 4 October 2021 (**Assignment Deed**).
 - 2 Under the Assignment Deed, the Assignor assigned to the Assignee all the Assignor's right, title and interest in the trade mark registration set out in Schedule 1 (**Trade Mark**), *together with the goodwill associated therewith*, with effect from immediately before Completion (as that term is defined in the Assignment Deed). The effective date of that assignment was 4 October 2021 (**Effective Date**).
 - 3 This deed confirmed the assignment referred to in Recital 2.

This deed witnesses as follows:

1 Assignment

- (a) The Assignor confirms the assignment to the Assignee of all the Assignor's right, title and interest in the Trade Mark, free from all third party rights and encumbrances, *together with the goodwill associated therewith*, with effect from the Effective Date.
- (b) To the extent, the assignment referred to in clause 1(a) did not take effect under the Assignment Deed, the Assignor hereby assigns to the Assignee all the Assignor's right, title and interest in the Trade Mark, free from all third party rights and encumbrances, *together with the goodwill associated therewith*, with effect from the Effective Date.

2 Recordal and further assistance

- (a) The Assignee must, and the Assignee's expense, have the assignment of the Trade Mark recorded on the applicable trade mark register.
- (b) The Assignor agrees to do all things reasonably required by the Assignee to give effect to this deed and the recordal of the assignment of the Trade Mark with the relevant trade mark office.

3 General

- (a) This deed is governed by the law in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- (b) This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this deed by signing any counterpart.
- (c) Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this deed and any agreement or document entered into or signed under this deed.

4 Interpretation

In this deed, unless the context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual; and
- (c) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.

Signing page

Executed as a deed

Signed sealed and delivered by

Southcorp Wines Pty Ltd

by

sign here ➤



Director
Matthew Young

Signed sealed and delivered by

Penfolds Wines Australia Pty Limited

by

sign here ➤



Director
Matthew Young