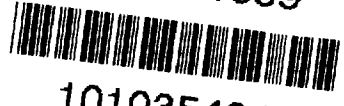


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Expires 06/30/99  
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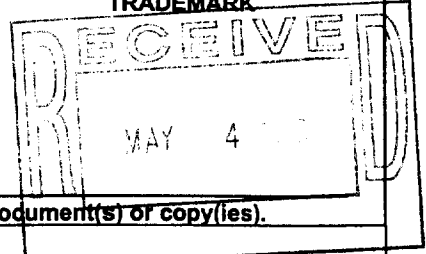
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101035434  
RECORDATION SHEET

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK



TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
4-28-99

Conveying Party

Mark if additional names of conveying parties attached

Name UDV NORTH AMERICA, INC.

Execution Date  
Month Day Year  
4-28-99

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization CONNECTICUT

Receiving Party

Mark if additional names of receiving parties attached

Name DAVID SHERMAN CORPORATION

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 5050 KEMPER AVE.

Address (line 2) \_\_\_\_\_

Address (line 3) ST. LOUIS MISSOURI 63139  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization MISSOURI

05/11/1999 DNGUYEN 00000005 570125

FOR OFFICE USE ONLY

01 FC:181  
02 FC:182  
40.00 OP  
25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

T-5414, T-5415

TRADEMARK  
REEL: 1894 FRAME: 0699

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

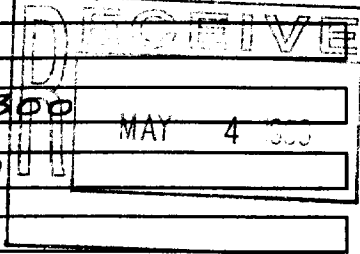
Name EDWARD H. RENNER (REG. NO. 24,839)

Address (line 1) HUSCH & EPPENBERGER, LLC

Address (line 2) 100 NORTH BROADWAY, SUITE 1300

Address (line 3) ST. LOUIS, MO 63102-2789

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number 314-421-4800

Name EDWARD H. RENNER (REG. NO. 24,839)

Address (line 1) HUSCH & EPPENBERGER, LLC

Address (line 2) 100 NORTH BROADWAY, SUITE 1300

Address (line 3) ST. LOUIS, MO 63102-2789

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u></u>	<u></u>	<u></u>	<u>570,125</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>828,315</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

**Number of Properties** Enter the total number of properties involved.

# 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 08-3460

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

EDWARD H. RENNER (24839) Edward H Renner May 3, 1999

Name of Person Signing                      Signature                      Date Signed

**ANNEX 1 - UNITED STATES**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
ARROW	828,315	UDV North America, Inc.
ARROW (Stylized)	570,125	UDV North America, Inc.

ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY RIGHTS

ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY RIGHTS, made, executed and delivered as of April 28, 1999 ("Assignment of U.S. Intellectual Property Rights") by UDV North America, Inc., a Connecticut corporation ("UDV NA"), and David Sherman Corporation, a Missouri corporation ("Purchaser").

WHEREAS, Diageo Inc., a Delaware corporation ("Seller") and Purchaser have entered into an Asset Purchase Agreement, dated as of February 23, 1999, between Seller and Purchaser (the "Agreement"), pursuant to which Seller agreed to sell, convey, assign, transfer and deliver, and to cause Subsidiaries (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement) of Seller to sell, convey, assign, transfer and deliver, and Purchaser agreed to purchase, among other things, the Transferred Intellectual Property, all as more fully described in the Agreement;

WHEREAS, UDV NA owns the Transferred Intellectual Property listed on Annex 1 attached hereto identified with the registration number listed thereon (the "U.S. Intellectual Property"); and

WHEREAS, Purchaser wishes to acquire the Transferred Intellectual Property included in the Transferred Assets, including without limitation the U.S. Intellectual Property;


NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, UDV NA hereby sells, conveys, assigns, transfers and delivers unto Purchaser and its successors and assigns, any and all of its right, title and interest in and to the U.S. Intellectual Property, including all rights of recovery for future infringement thereof, together with the goodwill of the business connected with the U.S. Intellectual Property.

This Assignment of U.S. Intellectual Property Rights is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder.

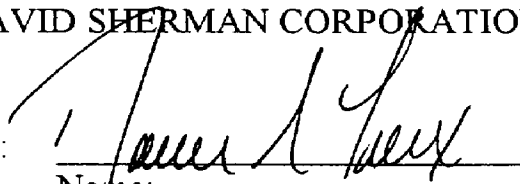
This Assignment of U.S. Intellectual Property Rights may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of U.S. Intellectual Property Rights has been duly executed and delivered on behalf of the parties as of the date first above written.

UDV NORTH AMERICA, INC.

By:   
Name: *Mark Schlosberg*  
Title: *Attorney - In - Fact*

DAVID SHERMAN CORPORATION

By:   
Name:  
Title: