

08-09-2000

TRADEMARKS ONLY

U.S. TRADEMARK OFFICE



X641-116

of Patents and Trademarks: Please record the attached original documents or copy thereof.

101426557

7-17-00

Agros Holding S.A., and Agros Trading & Co.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Corporations - Poland

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Sub-license Agreement

Execution Date: January 1, 2000

2. Name and address of receiving party(ies)

Name: Pernod Ricard, Internal Address: 142, Boulevard Haussmann, 75008 PARIS, FRANCE

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other joint-stock company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule "A"

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: H. John Campaign, Internal Address: Graham, Campaign P.C. Suite 1300, Street Address: 36 West 44th Street, City: NY State: NY ZIP: 10036-8178

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41).....\$ 515.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/08/2000 MTHA11 00000208 1468590

DO NOT USE THIS SPACE

01 FC:481 40.00 OP, 02 FC:482 475.00 OP

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.

H. John Campaign, Name of Person Signing

Signature

July 13, 2000, Date

Total number of pages including cover sheet, attachments, and document: 7

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

SCHEDULE "A"

LIST OF THE LICENSED TRADEMARKS REGISTERED IN UNITED STATES

Trademark	Reg. Number	Filing date
BALTIC	1468590	8.12.1987
GOLD WASSER	834100	30.3.1964
JARZEBIAK	177554	25.6.1991
LUKSUSOWA	849557	21.5.1967
WISNIAK	825043	30.6.1964
POLMOS	1387007	18.1.1985
KRAKUS	769087	14.9.1963
WYBOROWA	851174	18.6.1968
WYBOROWA	1110173	26.12.1978
WYBOROWA	1680805	24.3.1992
WYBOROWA	74711420	4.8.1995
WISNIOWKA	868237	15.4.1969
WINIAK	894744	14.7.1970
KRUPNIK	897873	1.9.1970
ZYTANIA	75529003	31.7.1998
POLONAISE	75366528	
HUSSAR design	1482639	29.3.1988
LUKSUSOWA	1615108	25.9.1990
Bottle Design	1500044	9.8.1988
ZUBROWKA	75127541	1.7.1995

USA

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is made by and between **AGROS HOLDING S.A.**, a company organized under the laws of Poland having its principal office at Chalubinskiego 8, WARSAW, Poland, and **AGROS TRADING & CO.**, a company organized under the laws of Poland, having its principal office at Chalubinskiego 8, WARSAW, Poland (hereinafter collectively "AGROS")

and

PERNOD RICARD, a company organized under the laws of France, having its principal office at 142, boulevard Haussmann, 75008 PARIS, France.

WITNESSETH :

WHEREAS, AGROS HOLDING S.A. is the owner of the trademarks shown in Schedule "A" annexed hereto (the Trademarks) and the registrations thereof in the USPTO ; and

WHEREAS, AGROS HOLDING S.A. has licensed **AGROS TRADING & CO.** to use the Trademarks and to sublicense **PERNOD RICARD** to use the Trademarks in the United States.

NOW, THEREFORE, in consideration of the premises, it is agreed by aforesaid parties as follows :

- 1- **AGROS** hereby grants an exclusive sublicense to **PERNOD RICARD** to use and/or sublicense the use of the Trademarks in the United States for alcoholic beverages (the Licensed Products) and such sublicense shall exclude **AGROS** from using the Trademarks in the United States during the term of this agreement without the prior written permission of **PERNOD RICARD**.
- 2- The nature and quality of the Licensed Products shall, at all times, be subject to inspection by and control of **AGROS**, or an agent duly appointed by it, and such control shall extend to the labeling, packaging, advertising and promotion of the goods.
- 3- This agreement shall remain in force for a period of 25 years, from January, 2000 until January 1, 2025, and may thereafter be renewed for successive identical periods, unless soon terminated by on of its parties by giving 60 days prior written notice to other parties by certified mail sent to the addresses hereinabove set forth.
- 4- **AGROS** undertakes to not dismember the ownership of all or part of the Trademarks; it therefore undertakes not to organize any joint ownership thereof.

In the event that **AGROS** is willing to sell all or part of its rights to the Trademarks, it shall give preference and a call option to **PERNOD RICARD**, price being equal and conditions equivalent.


Consequently, **AGROS** undertakes to notify **PERNOD RICARD**, by registered letter with acknowledgement of receipt, of any planned assignment of the Trademarks, setting forth the price, and payment and sale conditions. **PERNOD RICARD** shall have one (1) month to notify, under the same forms, its intention to purchase. In such case, the assignment shall be completed within two (2) months following the date of the aforementioned notice from **PERNOD RICARD**. In the case of refusal or silence of **PERNOD RICARD** within the aforementioned one (1) month time limit as from the notice by **AGROS**, **AGROS** may freely sell all or part of the Trademarks covered by the planned assignment, provided that:

- the price and/or the sale conditions are not more favorable than those previously submitted to **PERNOD RICARD**;
- the third party (purchaser) has the absolute obligation to continue this Agreement - which includes, more particularly, a Trademarks license in favor of **PERNOD RICARD** - up until its end.

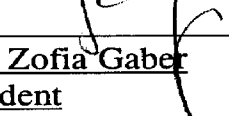
It is expressly agreed that this call option or preemptive right to purchase the Trademarks granted to **PERNOD RICARD** may also be exercised in case of a global sale by **AGROS** of its business. In such case, the Trademarks shall mandatorily be split off from the other elements of the business and shall be the subject of a separate assignment in such a manner as to permit **PERNOD RICARD** to use the preemptive right which was granted to it pursuant to the terms of this Article.


- 5- This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in title and any related companies under their control.
- 6- This agreement shall be governed by and construed under the applicable laws of the sovereign States of the United States.
- 7- This agreement is applicable and restricted to the United States without prejudice to any other license agreement between the parties throughout the rest of the word.

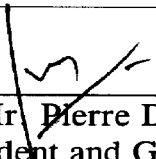
WEREFORE, the parties have cause this agreement to be executed by their authorized signatories in the presence of the Attesting Witnesses.

Attest : 
Soizick de LINARES


AGROS HOLDING S.A.

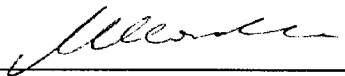
By 
 Name Mrs. Zofia Gaber
 Title President
 Date _____


AND Attest: 
SOIZICH de LINARES


By 
Mr. Pierre Denêtre
Vice President and General Manager
Date :


AGROS TRADING & CO.

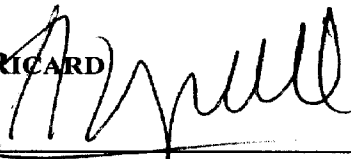
Attest : 
SOIZICH de LINARES

By 
Name Mr. Marek Mardeusz
Title President
Date _____

AND Attest 
SOIZICH de LINARES

By 
Mrs. Wieslawa Rostonic
Vice President and Financial Director
Date _____

Attest : 
SOIZICH de LINARES

PERNOD RICARD
By 
Name Thierry Jacquillat
Title General Manager
Date _____

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