

01-05-2001

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0071 (exp. 4/94)

*MRS*  
*1/4/01*



101556681

**COVER SHEET  
ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

**PepsiCo, Inc.  
700 Anderson Hill Road  
Purchase, New York 10577**

- Individual(s)
- General Partnership
- Corporation: **a North Carolina corporation**
- Other
- Merger
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: **November 15, 2000**

Effective Date: **January 1, 2001**

2. Name and address of receiving party(ies):

**Allied Domecq International Holdings BV  
Florijnstraat 1  
PO Box 673  
4870 AR Etten-Leur  
The Netherlands**

- Individual(s) citizenship:
- General Partnership:
- Partnership:
- Corporation-State:
- Other **a Netherlands company**
- Association:
- Limited

If assignee is not domiciled in the United States; a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**See attached Schedule A**

Additional numbers attached:  Yes  No

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

**Edward T. Colbert, Esq.  
KENYON & KENYON  
1500 K Street, N.W., Suite 700  
Washington, DC 20005**

6. Total number of applications and registrations involved: **23**

7. Total fee (37 CFR 3.41) **\$ 590.00**  
(and any additional fees that may be required)

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit account number: **11-0600 (11873-4)**  
(Attach duplicate copy of this page if paying by deposit account)

01/05/2001 DNGUYEN 00000209 110600 865462

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
 02 FC:482 550.00 CH  
 03 FC:484 120.00 CH  
 Statements 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.

Karen Feisthamel

*Karen Feisthamel*

*1/4/01*

Name of Person Signing

Signature

Date

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

**TRADEMARK  
REEL: 002170 FRAME: 0498**

## SCHEDULE A

MARK	REGISTRATION NO./ SERIAL NO.
STOLICHNAYA	865,462
STOLICHNAYA	1,291,454
STOLICHNAYA	2,317,475
STOLI	1,244,735
STOLICHNAYA RUSSIAN VODKA	1,852,552
STOLICHNAYA KAFYA	2,155,523
STOLICHNAYA LIMONNAYA VODKA	2,334,080
STOLICHNAYA LIMONNAYA	2,339,463
STOLICHNAYA LIMONNAYA VODKA	2,334,079
STOLICHNAYA OHRANJ	2,291,831
STOLICHNAYA OHRANJ	2,233,190
STOLICHNAYA OHRANJ	1,988,911
STOLI PERSIK	2,189,745
STOLICHNAYA STOLI PERSIK	2,339,689
STOLICHNAYA STOLI RAZBERI	2,204,355
STOLI RAZBERI	2,175,465
STOLICHNAYA STRASBERI	2,202,991
STOLI STRASBERI	2,205,863
STOLI VANIL	2,192,600
STOLI ZINAMON	2,192,681
PRIVIET	1,557, 155
PRIVIET VODKA PREMIUM IMPORTED FROM RUSSIA	1,758,655
STOLICHNAYA GOLD	75/184,282

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN THE MATTER OF:


See attached Schedule A

Owner: Allied Domecq International Holdings BV

Appointment of Domestic Representative:

Allied Domecq Spirits & Wines USA, Inc., P.O. Box 33006, Detroit, Michigan 48232 is hereby designated Applicant's representative upon whom notice of process in proceedings affecting Applicant's marks may be served.

Date 01/04/01

By:   
Name: Karen Felsthamel, Esq.  
Title: Counsel for Owner

# United States of America

## DEED OF ASSIGNMENT

This Assignment is effective as of January 1, 2001 BETWEEN PepsiCo, Inc., a Company organized and existing under the laws of North Carolina, U.S.A., located and doing business at 700 Anderson Hill Road, Purchase, New York 10577, U.S.A. (hereinafter "Assignor") and Allied Domecq International Holdings BV, a company organized and existing under the laws of the Netherlands, located and doing business at Florijnstraat 1, PO Box 673, 4870 AR Etten-Leur, The Netherlands (hereinafter "Assignee").

WHEREAS Assignor is the owner of all right, title and interest in and to the trademarks relating to the brands STOLI, STOLICHNAYA, and PRIVIET, in the United States and all of its territories and possessions, including but not limited to Guam and Puerto Rico, listed in the attached schedule, Schedule A, ("the Marks"), and the registrations and applications related thereto as set forth in the attached schedules, Schedules B, C, and D, and forming a part hereof; and

WHEREAS Assignee is desirous of acquiring the Marks, and any attendant registrations and applications, together with the goodwill appurtenant thereto and symbolized thereby, and that portion of Assignor's business associated therewith, any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Marks, and including without limitation any and all common law rights and the right to sue for and recover any accrued damages for past infringements thereof, and is desirous of obtaining all other intellectual property rights of Assignor related thereto, including, without limitation, copyrights, industrial designs, patents, trade secrets, and trade dress; and

WHEREAS, Assignor represents and warrants that it has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all liens and encumbrances of any kind, and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights.

NOW THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors and assigns, any and all right, title and interest in and to the Marks and registrations and applications therefor, and any and all other trademarks, trade names, service marks and trade dress used in connection with the trademarks STOLI, STOLICHNAYA and PRIVIET not specifically listed in the attached schedules but owned by Assignor, together with the goodwill of the business appurtenant thereto and symbolized by the Marks, and that portion of Assignor's business associated therewith, and, further, all right, title and interest in and to any and all other intellectual property rights without limitation relating to the Marks, including but not limited to all right, title and interest in and to any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Marks including without limitation any and all common law rights and the right to sue for and recover any accrued damages for past infringements thereof, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had such sale, assignment, conveyance and transfer not been made.

CMB  
PEPSI

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TRADEMARK  
REEL: 002170 FRAME: 0501

Assignor agrees to execute and deliver at the reasonable request of the Assignee, without further consideration, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, any extraordinary expense or cost associated with the transfer or such request by Assignee will be borne by Assignee.

Assignor agrees to provide Assignee with copies of its files related to trademark rights in the Marks, and further will endeavor to find those people that can reasonably cooperate with Assignee in connection with the enforcement of any rights acquired by Assignee, at Assignee's expense.

Assignor agrees that this agreement will be binding on its successors in interest.

The governing law of this Assignment shall be that of New York State and all parties hereto hereby submit to the exclusive jurisdiction in the City and State of New York to resolve disputes which may arise hereunder and which cannot be resolved amicably.

The undersigned individuals represent and warrant that each has the authority to act on behalf of and bind the party for whom they are signing.

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TRADEMARK  
REEL: 002170 FRAME: 0502

IN WITNESS WHEREOF the parties hereto have executed this Assignment, this 15<sup>th</sup> day of November, 2000.

WITNESS:

PEPSICO, INC.  
(the "Assignor" herein)

Paz Lopez  
Paz López

By: Elizabeth N. Bilus  
Name: Elizabeth N. Bilus  
Title Assistant Secretary

STATE OF )  
  )  
COUNTY OF )ss.:  
  )  
  )

On this 15<sup>TH</sup> day of NOVEMBER, 2000, before me personally came ELIZABETH N. BILUS to me known, who being by me duly sworn did depose and say that he/she is the ASSISTANT SECRETARY OF PEPSICO, INC. the corporation described in and which executed the foregoing instrument as Assignor; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Eileen Bartosh  
Notary Public

**EILEEN BARTOSH**  
Notary Public, State of New York  
No. 4790408  
Qualified in Dutchess County  
Certificate Filed in Westchester County  
Commission Expires 7-30-2002

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PEPSI

ADIHBV

**ALLIED DOMEcq INTERNATIONAL  
HOLDINGS BV**  
(the "Assignee" herein)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title

I, Hendrik Jan Steinvooort, notaris (civil-law notary) practising in Rotterdam, the Netherlands, confirm that the signatures placed on this document which was offered to me correspond with the signatures placed on the passport or driving licence respectively in the name of

1. Franklin James Vrolijk, residing at Nachtegaal 124, 4872 WD Etten-Leur, born in Breda on 26 October 1953,

and

2. Paul Richard van Heel, residing at Tijs van Zeventerstraat 43, 3062 XP Rotterdam, born in Deventer on 18 May 1964,

who:

(i) are managing directors of the private company with limited liability: Allied Domecq International Holdings B.V., with corporate seat in Breda and with address at: Florijnstraat 1, 4879 AH Etten-Leur, registered in the trade register under number 20056938 (the "Company");

and

(ii) as such acting jointly are authorised to represent the Company.

When issuing the statements included above under (i) and (ii) I, notaris, based any observations entirely on the information stated in the extract from the trade register of the registration of the Company under the listing "BESTUURDER(S)" and on article 13, paragraph 1 of the Company's articles of association relating to the power to represent the Company.

Signed in Rotterdam on \_\_\_\_ November 2000.

**CMB**  
PEPSI

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SCHEDULE A

STOLICHNAYA  
STOLI  
STOLICHNAYA RUSSIAN VODKA  
STOLAR  
STOLICHNAYA KAFYA  
STOLICHNAYA STOLI KAFYA  
STOLI KAFYA  
STOLICHNAYA LIMONNAYA VODKA  
STOLICHNAYA LIMONNAYA  
STOLICHNAYA OHRANJ  
STOLICHNAYA PERSIK  
STOLICHNAYA STOLI PERSIK  
STOLI PERSIK  
STOLICHNAYA RAZBERI  
STOLICHNAYA STOLI RAZBERI  
STOLI RAZBERI  
STOLICHNAYA STRASBERI  
STOLI STRASBERI  
STOLICHNAYA STOLI STRASBERI  
STOLI VANIL  
STOLICHNAYA STOLI VANIL  
STOLICHNAYA ZINAMON  
STOLICHNAYA STOLI ZINAMON  
STOLI ZINAMON  
STOLICHNAYA GOLD  
PRIVIET  
PRIVIET VODKA PREMIUM IMPORTED FROM RUSSIA

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PEPSI

ADIHBV

TRADEMARK  
REEL: 002170 FRAME: 0505



SCHEDULE B

MARK	REGISTRATION NO.
STOLICHNAYA	865,462
STOLICHNAYA	1,291,454
STOLICHNAYA	2,317,475
STOLI	1,244,735
STOLICHNAYA RUSSIAN VODKA	1,852,552
STOLICHNAYA KAFYA	2,155,523
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PRIVIET	1,557,155
PRIVIET VODKA PREMIUM IMPORTED FROM RUSSIA	1,758,655

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SCHEDULE C

MARK	APPLICATION SERIAL NO.
STOLICHNAYA GOLD	75/184,282

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TRADEMARK  
REEL: 002170 FRAME: 0507

SCHEDULE D

MARK	REGISTRATION NO./ TERRITORY
STOLI	596 / GUAM
STOLICHNAYA	597 / GUAM
STOLICHNAYA	598 / GUAM
STOLI	7924 / PUERTO RICO
STOLICHNAYA	7925 / PUERTO RICO
STOLICHNAYA	7926 / PUERTO RICO

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TRADEMARK  
REEL: 002170 FRAME: 0508

Deed of Assignment  
11-15-00  
Page 1 of 8

## United States of America

### DEED OF ASSIGNMENT

This Assignment is effective as of January 1, 2001 BETWEEN PepsiCo, Inc., a Company organized and existing under the laws of North Carolina, U.S.A., located and doing business at 700 Anderson Hill Road, Purchase, New York 10577, U.S.A. (hereinafter "Assignor") and Allied Domecq International Holdings BV, a company organized and existing under the laws of the Netherlands, located and doing business at Florijnstraat 1, PO Box 673, 4870 AR Etten-Leur, The Netherlands (hereinafter "Assignee").

WHEREAS Assignor is the owner of all right, title and interest in and to the trademarks relating to the brands STOLI, STOLICHNAYA, and PRIVIET, in the United States and all of its territories and possessions, including but not limited to Guam and Puerto Rico, listed in the attached schedule, Schedule A, ("the Marks"), and the registrations and applications related thereto as set forth in the attached schedules, Schedules B, C, and D, and forming a part hereof; and

WHEREAS Assignee is desirous of acquiring the Marks, and any attendant registrations and applications, together with the goodwill appurtenant thereto and symbolized thereby, and that portion of Assignor's business associated therewith, any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Marks, and including without limitation any and all common law rights and the right to sue for and recover any accrued damages for past infringements thereof, and is desirous of obtaining all other intellectual property rights of Assignor related thereto, including, without limitation, copyrights, industrial designs, patents, trade secrets, and trade dress; and

WHEREAS, Assignor represents and warrants that it has all necessary title and right to grant the assignment and rights transferred hereunder, free and clear of all liens and encumbrances of any kind, and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights.

NOW THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors and assigns, any and all right, title and interest in and to the Marks and registrations and applications therefor, and any and all other trademarks, trade names, service marks and trade dress used in connection with the trademarks STOLI, STOLICHNAYA and PRIVIET not specifically listed in the attached schedules but owned by Assignor, together with the goodwill of the business appurtenant thereto and symbolized by the Marks, and that portion of Assignor's business associated therewith, and, further, all right, title and interest in and to any and all other intellectual property rights without limitation relating to the Marks, including but not limited to all right, title and interest in and to any and all past and present rights which have accrued or may accrue to Assignor of any and all kind or nature incident or appertaining to the Marks including without limitation any and all common law rights and the right to sue for and recover any accrued damages for past infringements thereof, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had such sale, assignment, conveyance and transfer not been

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TRADEMARK  
REEL: 002170 FRAME: 0509

Deed of Assignment

11-15-00

Page 2 of 8

made.

Assignor agrees to execute and deliver at the reasonable request of the Assignee, without further consideration, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, any extraordinary expense or cost associated with the transfer or such request by Assignee will be borne by Assignee.

Assignor agrees to provide Assignee with copies of its files related to trademark rights in the Marks, and further will endeavor to find those people that can reasonably cooperate with Assignee in connection with the enforcement of any rights acquired by Assignee, at Assignee's expense.

Assignor agrees that this agreement will be binding on its successors in interest.

The governing law of this Assignment shall be that of New York State and all parties hereto hereby submit to the exclusive jurisdiction in the City and State of New York to resolve disputes which may arise hereunder and which cannot be resolved amicably.

The undersigned individuals represent and warrant that each has the authority to act on behalf of and bind the party for whom they are signing.

**(The balance of this page deliberately left blank.)**

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TRADEMARK  
REEL: 002170 FRAME: 0510

Deed of Assignment  
11-15-00  
Page 3 of 8

IN WITNESS WHEREOF the parties hereto have executed this Assignment, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESS:

**PEPSICO, INC.**  
(the "Assignor" herein)

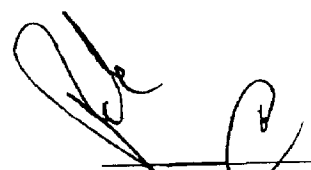

By: \_\_\_\_\_  
Name:  
Title

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )ss.:  
  )  
  )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument as Assignor; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

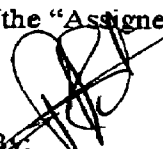
PEPSI

  
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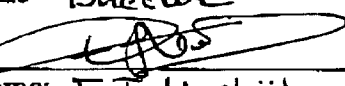
Deed of Assignment  
11-15-00  
Page 4 of 8

**ALLIED DOMECQ INTERNATIONAL HOLDINGS BV**  
(the "Assignee" herein)

Date: 16 November 2000

By:   
Name: P.R. van Heel  
Title: Director

Date: 16 November 2000

By:   
Name: F.J. Vrolijk  
Title: Director

I, Hendrik Jan Steinvooort, notaris (civil-law notary) practising in Rotterdam, the Netherlands, confirm that the signatures placed on this document which was offered to me correspond with the signatures placed on the passport or driving licence respectively in the name of

1. Franklin James Vrolijk, residing at Nachtegaal 124, 4872 WD Etten-Leur, born in Breda on 26 October 1953,  
and

2. Paul Richard van Heel, residing at Tijs van Zeventerstraat 43, 3062 XP Rotterdam, born in Deventer on 18 May 1964,  
who:

- (i) are managing directors of the private company with limited liability: Allied Domecq International Holdings B.V., with corporate seat in Breda and with address at: Florijnstraat 1, 4879 AH Etten-Leur, registered in the trade register under number 20056938 (the "Company"); and
- (ii) as such acting jointly are authorised to represent the Company.

When issuing the statements included above under (i) and (ii) I, notaris, based any observations entirely on the information stated in the extract from the trade register of the registration of the Company under the listing "BESTUURDER(S)" and on article 13, paragraph 1 of the Company's articles of association relating to the power to represent the Company.

Signed in Rotterdam on 16 November 2000.



ADIHBV




PEPSI

Deed of Assignment  
11-15-00  
Schedule A  
Page 5 of 8

SCHEDULE A

- STOLICHNAYA
- STOLI
- STOLICHNAYA RUSSIAN VODKA
- STOLAR
- STOLICHNAYA KAFYA
- STOLICHNAYA STOLI KAFYA
- STOLI KAFYA
- STOLICHNAYA LIMONNAYA VODKA
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- STOLICHNAYA OHRANJ
- STOLICHNAYA PERSIK
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- STOLI STRASBERI
- STOLICHNAYA STOLI STRASBERI
- STOLI VANIL
- STOLICHNAYA STOLI VANIL
- STOLICHNAYA ZINAMON
- STOLICHNAYA STOLI ZINAMON
- STOLI ZINAMON
- STOLICHNAYA GOLD
- PRIVIET
- PRIVIET VODKA PREMIUM IMPORTED FROM RUSSIA

PEPSI

  
  
 \_\_\_\_\_  
 ADIHBV  







Deed of Assignment  
 11-15-00  
 Schedule B  
 page 6 of 8

## SCHEDULE B

MARK	REGISTRATION NO.
STOLICHNAYA	865,462
STOLICHNAYA	1,291,454
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STOLI	1,244,735
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PEPSI

  
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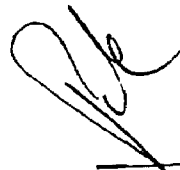


TRADEMARK  
 REEL: 002170 FRAME: 0514

Deed of Assignment  
11-15-00  
Schedule C  
page 7 of 8

SCHEDULE C

MARK	APPLICATION SERIAL NO.
STOLICHNAYA GOLD	75/184,282

PEPSI



  
\_\_\_\_\_  
ADIHBV   


Deed of Assignment  
11-15-00  
Schedule D  
page 8 of 8

SCHEDULE D

MARK	REGISTRATION NO./ TERRITORY
STOLI	596 / GUAM
STOLICHNAYA	597 / GUAM
STOLICHNAYA	598 / GUAM
STOLI	7924 / PUERTO RICO
STOLICHNAYA	7925 / PUERTO RICO
STOLICHNAYA	7926 / PUERTO RICO

PEPSI

  
 \_\_\_\_\_  
 ADIHBV  


## SCHEDULE A

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