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To the Honorable Commissioner of Patents a.

101511421

original documents or copy thereof.

1. Name of conveying party(ies):

Bass plc

- Individual(s)
- General Partnership
- Corporation - ~~State~~ England
- Other
- Association
- 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: March 30, 2000

2. Name and address of receiving party(ies)

Name: Bass Machine Holdings Limited

Internal Address: \_\_\_\_\_

Street Address: 20 North Audley Street

City: London State: England ZIP: W1Y 1WE

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - ~~State~~ England
- Other

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)

See attached schedule

10-2700

B. Trademark Registration No.(s)

See attached schedule

Additional numbers attached?  Yes  No

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

Name: Albert Robin

Internal Address: Robin, Blecker & Daley

Street Address: 330 Madison Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41).....\$ 865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

11/09/2000 RTRH11 00000028 74674698

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 825.00 OP

9. 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.

Albert Robin

Name of Person Signing

Signature

October 23, 2000

Date

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

46


Application No. : 74/737109  
Assignee : Bass Machine Holdings  
Limited

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Albert Robin, of Robin, Blecker & Daley, whose postal address is 330 Madison Avenue, New York, New York 10017, is hereby designated Assignee's representative upon whom notices or process in proceedings affecting the above mark may be served.

Dated: October 23, 2000

BASS MACHINE HOLDINGS LIMITED

By:   
Name: Albert Robin  
Title: Attorney

**Schedule of Applications**

**Application No.**

**Date of Filing**

74/674698

May 16, 1995

74/737109

September 15, 1995

75/496278

June 3, 1998

75/499011

June 9, 1998

75/549004

September 8, 1998

75/549564

September 8, 1998

75/628742

January 27, 1999

**Schedule of Registrations**

<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>
16851	July 23, 1889
59887	January 22, 1907
88266	September 10, 1912
138572	January 4, 1921
343198	February 9, 1937
830289	June 13, 1967
1598860	May 29, 1990
1723024	October 6, 1992
1723695	October 13, 1992
1739186	December 8, 1992
1837700	May 31, 1994
1883845	March 14, 1995
1926947	October 17, 1995
1967295	April 9, 1996
2053942	April 22, 1997
2082583	July 22, 1997
2086767	August 12, 1997
2087927	August 12, 1997
2106633	October 21, 1997
2120866	December 16, 1997
2150522	April 14, 1998
2221207	February 2, 1999

2223486	February 16, 1999
2237210	April 6, 1999
2249716	June 1, 1999
2313255 (75/480917)	February 1, 2000
2315005 (75/502448)	February 1, 2000

THIS DEED is made on 30 March 2000

**BETWEEN**

**BASS PLC** (company no. 913450), a company incorporated in England whose registered office is at 20 North Audley Street, London, W1Y 1WE (*Assignor*)

**BASS MACHINE HOLDINGS LIMITED** (company no. 3211009), a company incorporated in England whose registered office is at 20 North Audley Street, London, W1Y 1WE (*Assignee*)

**WHEREAS:**

- (A) The Assignor is the owner of the Intellectual Property Rights (as defined below).
- (B) The Assignor has agreed to assign the Intellectual Property Rights to the Assignee on the terms set out in this Deed.

**IT IS AGREED AS FOLLOWS:**

**DEFINITIONS**

1. Words and expressions used in this Deed shall have the following meanings, unless the context requires otherwise:

*Assignor's Group* means the Assignor and any company which is for the time being a subsidiary of the Assignor;

*Business* means:

- (i) the entire business of brewing and/or distribution and wholesaling of beers, ciders, wines, spirits, flavoured alcoholic beverages and other alcoholic beverages and the wholesaling of soft drinks in Great Britain hitherto carried on directly or indirectly by Bass Brewers Limited (company no. 26018) and certain of its subsidiaries (*BBL*);
- (ii) the entire business of brewing and/or production and/or distribution and wholesaling of Products and soft drinks in Northern Ireland and the Republic of Ireland hitherto carried on directly or indirectly by Bass Ireland Limited (company no. NI6164) and certain of its subsidiaries (*BIR*); and
- (iii) the entire business of brewing, manufacture, bottling and/or distribution and wholesaling of Products in the world (excluding the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland but for the avoidance of doubt including the Isle of Man and the Channel Islands) hitherto carried on directly or indirectly by Bass Beers

Worldwide Limited (company no. 75597) and certain of its subsidiaries (BBW):

*Designs* means the registered designs and applications for registered designs set out in Schedule 1;

*Domain Names* means such internet domain names as are owned by the Assignor and used in the Business;

*Intellectual Property* means and includes trade and service marks whether registered or not, trade and business names, patents, inventions, registered designs whether registered or not (and all applications for any of the foregoing), copyrights, design rights, designs, logos, drawing, know-how, secret formulae and processes, yeast strains, lists of suppliers and customers and other confidential or proprietary knowledge and information;

*Intellectual Property Rights* means all right, title and interest in Intellectual Property subsisting in any part of the world which is owned by the Assignor or those of its subsidiaries listed in Schedule 4 and used in the Business, including for the avoidance of doubt the Trade Marks, Domain Names, Patents, Designs and Know How; excluding any Intellectual Property Rights used in connection with the Chateau Lascombes wine business which forms part of the Assignor's Group;

*Know How* means rights in product formulae, specifications, manufacturing techniques and other know how relating to Products which are owned by the Assignor;

*Patents* means the patents and patent applications set out in Schedule 2;

*Products* means:

- (i) in the case of the Business of BBL and BIR, beers, ciders, wines, spirits, alcoholic carbonates and other alcoholic beverages; and
- (ii) in the case of the Business of BBW, beers, ciders, wines, spirits, flavoured alcoholic beverages, other alcoholic beverages and including low-alcohol and non-alcoholic beer and also soft and carbonated drinks;

*subsidiary* shall have the meaning given in section 736 of the Companies Act 1985;

*Trade Marks* means the trade marks and trade mark applications set out in Schedule 3.

**ASSIGNMENT**

2. The Assignor hereby assigns to the Assignee, and shall procure at the written request of the Assignee that each of its subsidiaries listed in Schedule 4 shall assign, subject to any licences of the Intellectual Property Rights granted to third parties, all its right, title and interest in and to the Intellectual Property Rights, together with any goodwill and all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Intellectual Property Rights which may have occurred prior to the date of this Deed and to retain any damages obtained as a result of any such action.

**DECLARATION OF TRUST**

3. To the extent that clause 2 does not effect the transfer of full legal title to any of the Intellectual Property Rights to the Assignee, then the Assignor declares, and shall procure at the written request of the Assignee that any relevant subsidiary shall declare, that such Intellectual Property Rights are held by the Assignor or the relevant subsidiary (as the case may be) in trust for the Assignee and that the Assignor or relevant subsidiary has no beneficial interest in them.

**NO WARRANTIES**

4. Nothing in this Deed shall be construed as a warranty or representation by the Assignor that any of the Intellectual Property Rights is valid or enforceable.

5. The Assignee acknowledges that in entering into this Deed, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Agreement, and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

**FURTHER ASSURANCE**

6. The Assignor shall execute such further documents and do such further acts as may be required by law or as the Assignee may reasonably request from time to time (including executing as soon as reasonably practicable after the date of this Deed such deeds, agreements or other documents as may be required by the Assignee to effect the registration or recordal of the assignment of any of the Intellectual Property Rights to the Assignee in any relevant jurisdiction) by way of further assurance of the rights assigned under this Deed.

7. The parties certify that this instrument falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987, as it is a conveyance or transfer of property operating as a voluntary disposition inter



vivos for no consideration in money or money's worth nor any consideration referred to in Section 57 of the Stamp Act 1891.

**GOVERNING LAW AND JURISDICTION**

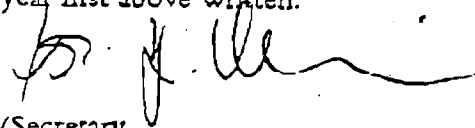
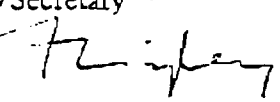
8. This Deed is governed by and shall be construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of this Deed.

**COUNTERPARTS**

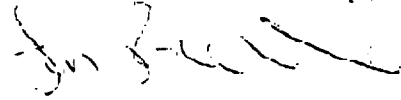

9. This Deed may be executed in counterparts, each of which shall be considered an original, with the same effect as if the parties or their representatives signed the same instrument.

IN WITNESS WHEREOF this Deed has been executed by the duly authorised representatives of the parties the day and year first above written.

**EXECUTED as a DEED**  
and delivered by  
**BASS PLC**  
acting by two Directors/a  
Director and Secretary:

) Director   
)  
) ~~Director/Secretary~~  
)   
)

**EXECUTED as a DEED**  
and delivered by  
**BASS MACHINE HOLDINGS LIMITED**  
acting by two Directors/a  
Director and Secretary:

) Director   
)  
) ~~Director/Secretary~~   
)  
)

30 March 2000

**BASS PLC**

**BASS MACHINE HOLDINGS LIMITED**

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**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

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**FRESHFIELDS**

TMID	Country	Trade Mark	Class	Reg No	Reg Date	App No	App Date	Proprietor	Status	Cert No	Renewal Dt
9339	United States of America	BASS in script	32	2106533	21 Oct 1997	751120389	10 Jun 1996	BASS P.L.C	Registered	F5164	21 Oct 2002
3925	United States of America	BASS in script and TRIANGLE device	3, 10, 20, 21, 24, 28, 34	1697700	31 May 1994	761633	03 Nov 1986	BASS P.L.C	Registered	F3553	31 May 2001
11353	United States of America	BMW, BMW	35			75496278	03 Jun 1996	BASS P.L.C	Pending		
7712	United States of America	CAFFREYS	32	2082663	22 Jul 1997	74172422	08 Aug 1995	BASS P.L.C	Registered	F5039	22 Jul 2003
11436	United States of America	CAFFREYS IRISH-PALE	32			75349304	08 Sep 1998	BASS P.L.C	Pending		
9749	United States of America	CAFFREYS IRISH-PALE & device	32	2150522	14 Apr 1998	75228326	21 Jan 1997	BASS P.L.C	Registered	F5312	14 Apr 2003
11516	United States of America	CAFFREYS IRISH-PALE (secondary branding)	16, 18, 20, 21, 24, 25, 32, 33, 34, 42			75628742	21 Jan 1999	BASS P.L.C	Pending		
11439	United States of America	CAFFREYS IRISH-PALE and device (1990) in colour	32			75639364	08 Sep 1996	BASS P.L.C	Pending		
11519	United States of America	CAFFREYS IRISH-PALE and device (1990) in colour	16, 18, 20, 21, 24, 25, 32, 34, 42			75628742	27 Jan 1999	BASS P.L.C	Pending		
11335	United States of America	HOOCH neck label (US)	32	2249746	01 Jun 1999	751499010	09 Jun 1996	BASS P.L.C	Registered	F5090	01 Jun 2004
7761	United States of America	HOOPEERS	32			746574698	16 May 1995	BASS P.L.C	Pending		
7925	United States of America	HOOPEERS HOOCH	32, 33			741737109	15 Sep 1995	BASS P.L.C	Pending		
11327	United States of America	HOOPEERS HOOCH label (1995)	32			751499011	09 Jun 1996	BASS P.L.C	Pending		
8224	United States of America	HOOPEERS HOOCH label (colour)	32, 33	2223486	16 Feb 1999	751032610	14 Dec 1995	BASS P.L.C	Registered	F5531	16 Feb 2001
9819	United States of America	LEMON device (side-view) in colour	33	2227210	06 Apr 1995	751199489	10 Oct 1996	BASS P.L.C	Registered	F5566	06 Apr 2004
5393	United States of America	T mark		59867	22 Jan 1907	20977	17 Jul 1996	BASS P.L.C	Registered	F937	22 Jan 2007

TM#	Country	Trade Mark	Class	Reg No.	Reg Date	App No.	App Date	Priorities	Status	Cont No.	Renewal Date
2795	United Kingdom	WORTHINGTON SHIELD device (1990)	32	1446633	10 Dec 1990	1446633	10 Dec 1990	BASS PLC	Registered	1867	10 Dec 2007
2275	United Kingdom	WORTHINGTON TROPIC ALE label	32	8821339	24 Sep 1988	931239	24 Sep 1988	BASS PLC	Registered	217	24 Sep 2003
2277	United Kingdom	WORTHINGTON WW (2 labels)	32	8914110	08 Sep 1987	914110	08 Sep 1987	BASS PLC	Registered	189	08 Sep 2002
2551	United Kingdom	WORTHINGTON'S BEST BITTER label (1986)	32	231851	05 Mar 1986	1251851	05 Mar 1986	BASS PLC	Registered	1201	05 Mar 2007
2366	United Kingdom	WORTHINGTON'S Blank label	32	279892	09 Feb 1988	279892	09 Feb 1988	BASS PLC	Registered	183	09 Feb 2004
2351	United Kingdom	WORTHINGTON'S BURTON-ON-TRENT oval label	32	365603	27 Jan 1915	365603	27 Jan 1915	BASS PLC	Registered	185	27 Jan 2009
2700	United Kingdom	WORTHINGTON'S E EXPORT ALE label (1983)	32	1180228	09 Feb 1983	1180228	09 Feb 1983	BASS PLC	Registered	927	09 Feb 2004
2293	United Kingdom	WORTHINGTON'S INDIA PALE ALE label	32	795275	08 Sep 1959	795275	08 Sep 1959	BASS PLC	Registered	188	08 Sep 2008
2699	United Kingdom	WORTHINGTON'S LIGHT ALE label (1983)	32	1180229	08 Feb 1983	1190229	09 Feb 1983	BASS PLC	Registered	929	09 Feb 2004
2373	United Kingdom	WORTHINGTON'S oval label (1987)	32	206430	23 Aug 1897	206430		BASS PLC	Registered	179	23 Jul 2005
2352	United Kingdom	WORTHINGTON'S oval label (1916)	32	365632	27 Jan 1915	365632	27 Jan 1915	BASS PLC	Registered	184	27 Jan 2009
2689	United Kingdom	WORTHINGTON'S SPECIAL BITTER label (1983)	32	1199496	12 Jul 1983	1199496	12 Jul 1983	BASS PLC	Registered	929	12 Jul 2004
2654	United Kingdom	WORTHINGTON'S SPECIAL BITTER label (1934)	32	1215919	02 Apr 1984	1215919	02 Apr 1984	BASS PLC	Registered	950	02 Apr 2005
2665	United Kingdom	WORTHINGTON'S WHEATSHEAF label	32	1204633	05 Oct 1993	1204633	05 Oct 1993	BASS PLC	Registered	951	05 Oct 2004
2693	United Kingdom	WORTHINGTON'S WHITE SHIELD label	32	1197426	13 Jun 1983	1197426	10 Jun 1983	BASS PLC	Registered	1228	10 Jun 2004
2665	United Kingdom	XL BASS LAGER label	32	1204634	05 Oct 1993	1204634	05 Oct 1993	BASS PLC	Registered	1218	05 Oct 2004
1803	United Kingdom	XL Monogram (device)	32	8116627	12 Jun 1981	1155627	12 Jun 1981	BASS PLC	Registered	914	12 Jun 2002
11110	United Kingdom	Y&H	33	686878	09 Feb 1948			BASS PLC	Registered	2236	09 Feb 2007
10418	United Kingdom	ZAMDISKO	33	2117919	05 Dec 1988	2117919	06 Dec 1988	BASS PLC	Registered		06 Dec 2006
3045	United Kingdom	ZAMDISKO label	33	1174439	05 May 1992	1174439	05 May 1992	BASS PLC	Registered	909	05 May 2003
6175	United States of America	BASS	16, 21	2087927	12 Aug 1997	74011130	04 Sep 1992	BASS PLC	Registered	F5241	12 Aug 2003
4933	United States of America	BASS	32	343198	08 Feb 1937	384403	16 Oct 1936	BASS LTD	Registered	F618	09 Feb 1997
10661	United States of America	BASS	42	2221207	02 Feb 1989	750283649	26 Apr 1987	BASS PLC	Registered	F5532	02 Feb 2004
3524	United States of America	BASS and TRIANGLE device	16	1722893	13 Oct 1992	74169064	22 May 1991	BASS PLC	Registered	F3427	13 Oct 2002

TMID	Country	Trade-Mark	Glass	Reg No.	Reg Date	App No.	App Date	Product	Status	Cont. No.	Renewal
7735	United States of America	T mark	32	1739188	08 Dec 1992	74/030427	20 Feb 1990	BASS FLC	Registered	F3411	08 Dec 200
3486	United States of America	TENNENTS	32	1723024	06 Oct 1992	74/085529	07 Jun 1990	BASS FLC	Registered	F3391	06 Oct 200
7728	United States of America	TENNENT'S EXTRA Cigarette device	32	2063942	22 Apr 1997	74/686674	08 Jun 1995	BASS FLC	Registered	F4145	22 Apr 200
8487	United States of America	TENNENT'S SUPER EXPORT label	32	2120866	16 Dec 1997	75/057659	14 Feb 1995	BASS FLC	Registered	F5136	16 Dec 200
6772	United States of America	TENNENT'S TRISTLE (1994) label (w/o 1985)	32	1957295	09 Apr 1995	74/499309	11 Mar 1994	BASS FLC	Registered	F3812	09 Apr 200
7630	United States of America	TOBY	32	2096767	12 Aug 1997	74/649031	20 Mar 1995	BASS FLC	Registered	F5040	12 Aug 200
5592	United States of America	TOBY ALE (TOBY JUG) label	32	633289	13 Jun 1997	232187	09 Nov 1965	BASS FLC	Registered	F655	13 Jun 200
6540	United States of America	TOBY JUG in TRIANGLE device	32	1833845	14 Mar 1995	74/484771	04 Apr 1994	BASS FLC	Registered	F5636	14 Mar 200
4766	United States of America	TRIANGLE (BASS & CO'S) label	32	88266	10 Sep 1992	67992	02 Aug 1911	BASS LTD	Registered	F613	10 Sep 200
3166	United States of America	TRIANGLE (PALE ALE) label (1986)	32	1598860	29 May 1990	719278	23 Mar 1988	BASS PLC	Registered	F3126	29 May 200
5393	United States of America	TRIANGLE device	32	138572	04 Jan 1921	122618	13 Sep 1919	BASS LTD	Registered	F617	04 Jan 200
6677	United States of America	TRIANGLE device (trad) lined	32	1928947	17 Oct 1995	74/435757	24 Sep 1993	BASS PLC	Registered	F3939	17 Oct 200
5372	United States of America	TRIANGLE device (TRADE MARK)	32	16851	23 Jul 1939	16951	20 Mar 1989	BASS LTD	Registered	F614	23 Jul 1993
11910	United States of America	V.O.D. & device	32, 33			75/480917	07 May 1999	BASS PLC	Pending		
14110	United States of America	WORTHINGTON'S WHITE SHIELD label (1985)	32			75/502448	15 Jun 1998	BASS PLC	Pending		
3441	Uruguay	BARBICAN	2	267827	18 Jan 1984			BASS PLC	Registered	F2898	19 Jan 2004
2097	Uruguay	BASS	32	240772	22 Jun 1992	240772	09 Nov 1990	BASS PLC	Registered	F3090	22 Jun 2002
10556	Uruguay	CAFFREYS	32	294034	14 Mar 1997	291054	14 Mar 1997	BASS PLC	Registered	F3009	14 Mar 2001
9393	Uruguay	HOOPEPERS HOOCH	32, 33			288739	31 Jul 1996	BASS PLC	Pending		
9823	Uruguay	LEMON device (side-view) in colour	32	290830	18 Sep 1997	290880	29 Oct 1996	BASS PLC	Registered	4033	18 Sep 200
9830	Uruguay	LEMON device (side-view) in colour	32	290877	18 Sep 1997	290877	29 Oct 1996	BASS PLC	Pending		
9747	Uruguay	T mark	32	280877	18 Sep 1997	290877	29 Oct 1996	BASS PLC	Registered	F5338	18 Sep 2001
4531	Uruguay	TENNENTS	32	246776	16 May 1994	246776	02 Aug 1991	BASS PLC	Registered	F3684	16 May 2004