



11-13-2000



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(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U. S. DEPARTMENT of COMMERCE
Patent and Trademark Office

10-10-00 RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Bass Machine Holdings Limited

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State England
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 8/22/2000

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

Name: Brandbrew S.A.

Internal Address: _____

Street Address: rue Carlo Hemmer, 4 (formerly rue Goethe 11)

City: _____ State: Luxembourg

Zip: L-1734

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Luxembourg
 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).

74/674698
74/737109
76/058063 (RED BREW HOOPER'S HOOCH)
76/058065 (HOOPER'S HOOCH LEMON BREW LABEL)
76/058066 (HOOPER'S HOOCH ORANGE BREW LABEL)
76/058064 (HOOPER'S HOOCH RED BREW LABEL)

B. Trademark Registration No(s).

2,249,716
2,223,486 (Application No. 75/032603)
2,354,537 (Application No. 75/499011)

Additional numbers attached? Yes No

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

Name: Robert M. Kunstadt

Internal Address: R. Kunstadt, P.C.

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$218.00
 Enclosed
 Authorized to be charged to deposit account

240 (Amended) 10/9/00

Street Address: 729 Seventh Avenue, New York, NY 10019

8. Deposit account Number: _____
(Attach duplicate copy of this page if paying by deposit account)

11/09/2000 MTHA11 00000381 74674698

01 FC:481 40.00 DP
02 FC:482 200.00 DP

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.

✓ Catherine NEIREAUDE
Name of Person Signing

Catherine Neireau
Signature

✓ 05/10/2003
Date

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



22 August 2000

BASS MACHINE HOLDINGS LIMITED

BRANDBREW S.A.

ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS



FRESHFIELDS

TRADEMARK
REEL: 002172 FRAME: 0686

ASSIGNMENT made on 22 August 2000

BETWEEN

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

BRANDBREW S.A. (company no. 478,821), a company incorporated in Luxembourg whose registered office is at Rue Goethe 11, BP 1107, Luxembourg (*Assignee*)

WHEREAS:

- (A) The Assignor is the beneficial owner of the Rights (as defined below).
- (B) The Assignor has agreed to assign the Rights to the Assignee for the consideration set out in this Agreement.

IT IS AGREED AS FOLLOWS:

DEFINITIONS

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

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

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;

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 beers, ciders, wines, spirits, and flavoured alcoholic beverages as defined in clause 12.1(c) of the Sale and Purchase Agreement;

Rights means the Intellectual Property owned by the Assignor, including for the avoidance of doubt the Trade Marks, Patents, Designs and Know-How;

Sale and Purchase Agreement means the Agreement dated 14 June 2000 between Bass PLC, the Assignor, Bass Beers Worldwide Limited, Interbrew UK Holdings Limited, the Assignee, Interbrew Central European Holdings BV, Interbrew UK Worldwide Limited, Interbrew Belgium S.A. and Interbrew S.A. for the sale and purchase of the issued share capital of Bass Holdings Limited and the shares in Prazske pivovary a.s. owned by the Assignor, and of certain assets and liabilities of Bass Beers Worldwide Limited; and

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

ASSIGNMENT

2. In consideration of the payment of £180,000,000, the Assignor hereby assigns to the Assignee, subject to the terms and conditions of any licences granted to third parties, all its right, title and interest in and to the 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 Rights which may have occurred prior to the date of this Agreement and to retain any damages obtained as a result of any such action.

WARRANTIES

3.1 The Assignor warrants that it has the right to assign the Rights to the Assignee.

3.2 With the sole exception of the warranty in sub-clause 3.1 above, nothing in this Agreement shall be construed as a warranty or representation by the Assignor that any of the Rights is valid or enforceable. The Assignee acknowledges that in entering into this Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in sub-clause 3.1 above and, subject to clauses 8 and 9 of the Sale and Purchase Agreement, in sub-paragraphs 20 (a), (b), (c), (d), (g), (h), (i), (l) and (m) of Schedule 8 to the Sale and Purchase Agreement, and accordingly all other conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

FURTHER ASSURANCE

4. The Assignor shall, at the Assignee's cost, 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 Agreement such deeds, agreements or other documents as may be reasonably required by the Assignee to effect the registration or recordal of the assignment of any of the Rights to the Assignee in

any relevant jurisdiction) by way of further assurance of the rights assigned under this Agreement.

SEVERABILITY

5. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

COUNTERPARTS

6. This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

GOVERNING LAW AND JURISDICTION

8.1 This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, English law.

8.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement, and for such purposes irrevocably submit to the jurisdiction of the English courts.

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

SIGNED by)
for and on behalf of)
BASS MACHINE HOLDINGS)
LIMITED)
in the presence of:)

M. J. N. Bridge
20 North Audley St.
London. W1.

M. Thompson

SIGNED by)
for and on behalf of)
BRANDBREW S.A.)
in the presence of:)

Ethelene Bickel

Rory Negus
21 Wilson Street
London
EC2M 2TX