

RE

11-09-2000

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Bass Machine Holdings Limited

MUD 10-27-00

- ☐ 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: August 22, 2000

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

Name: Brandbrew S.A.

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

Street Address: Rue Goethe 11

BP 1107 Luxembourg

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

- ☐ 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)

See attached schedule

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 &amp; Daley

Street Address: 330 Madison Avenue

City: New York State: NY ZIP: 10017

## 6. Total number of applications and registrations involved: \_\_\_\_\_

26

## 7. Total fee (37 CFR 3.41).....\$ 665.00

- ☒ 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 MTHA11 00000027 74674698

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

02 FC:482

625.00 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

38

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002172 FRAME: 0961

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**SCHEDULE 3**

**Trade Marks**

LQ003630.637/35+

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## 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

## Schedule of Registrations

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


Application No. : 74/737109  
Assignee : Brandbrew S.A.

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

BRANDBREW S.A.

By:   
Name: Albert Robin  
Title: Attorney

Registration No. : 2315005

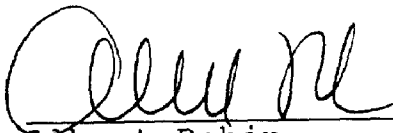
Assignee : Brandbrew S.A.

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

BRANDBREW S.A.

By:   
Name: Albert Robin  
Title: Attorney

22 August 2000

**BASS MACHINE HOLDINGS LIMITED**

**BRANDBREW S.A.**

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**ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS**

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**FRESHFIELDS**

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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 1WF (*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;

LQ000680.837/35+



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**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 [REDACTED] 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

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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.

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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:

*W. Thompson*  
*M. Thompson*20 NORTH MOLEY ST.  
LONDON, W1.

SIGNED by

for and on behalf of

BRANDBREW S.A.

in the presence of:

*Catherine B. B. B. B.**Rory Negus*  
21 Wilson Street  
London  
EC2M 2TX

TMID, Country	Trade Mark	Class	Reg. No.	Reg. Date	App. No.	App. Date	Proprietor	Status	Card No.	Renewal Due
2352 United Kingdom	WORTHINGTON'S oral label (1915)	32	365802	27 Jan 1915	365662	27 Jan 1915	BASS PLC	REG	184	27 Jan 2003
2649 United Kingdom	WORTHINGTON'S SPECIAL BITTER label (1933)	32	1195496	12 Jul 1983	1199493	12 Jul 1983	BASS PLC	REG	929	12 Jul 2004
2654 United Kingdom	WORTHINGTON'S SPECIAL BITTER label ('934)	32	1215919	02 Apr 1984	1245919	02 Apr 1984	BASS PLC	REG	950	02 Apr 2005
2666 United Kingdom	WORTHINGTON'S WHEATSHEAF label	32	1294633	05 Oct 1983	1204633	05 Oct 1983	BASS PLC	REG	951	05 Oct 2004
2693 United Kingdom	WORTHINGTON'S WHITE SHIELD label	32	1197426	10 Jun 1983	1197426	10 Jun 1983	BASS PLC	REG	1228	10 Jun 2004
2865 United Kingdom	XL-BASS LAGER label	32	1234634	05 Oct 1983	1204634	05 Oct 1983	BASS PLC	REG	1218	05 Oct 2004
1800 United Kingdom	XL Monogram (device)	32	81186627	12 Jun 1981	1165627	12 Jun 1981	BASS PLC	REG	914	12 Jun 2002
11110 United Kingdom	YO HO	33	665678	39 Feb 1948			BASS PLC	REG	2236	09 Feb 2007
3170 United Kingdom	YOUNG'S DIRECTORS SPECIAL SCOTCH WHISKY & device	33	705478	06 Mar 1952	705478	06 Mar 1952	BASS CELLARS LIMITED	REG	593	06 Mar 2007
10418 United Kingdom	ZAMOYSK	33	2117919	06 Dec 1996	2117919	06 Dec 1996	BASS PLC	REG		06 Dec 2007
3046 United Kingdom	ZAMOYSK label	33	1174439	05 May 1982	1174439	05 May 1982	BASS PLC	REG	509	05 May 2007
6176 United States of America	BASS	16, 21	2087927	12 Aug 1997	74071130	04 Sep 1992	BASS PLC	REG	F5341	12 Aug 2007
4939 United States of America	BASS	32	343198	09 Feb 1937	3044403	16 Oct 1936	BASS LTD	REG	F618	09 Feb 1999
10661 United States of America	BASS	42	2271207	02 Feb 1999	75283848	29 Apr 1997	BASS PLC	REG	F5532	02 Feb 2007
3324 United States of America	BASS and TRIANGLE device	16	1723595	13 Oct 1992	74159064	22 May 1991	BASS PLC	REG	F3427	13 Oct 2007
9339 United States of America	BASS in script	32	2186533	21 Oct 1997	75120999	18 Jun 1996	BASS PLC	REG	F5184	21 Oct 2002
3325 United States of America	BASS in script and TRIANGLE device	8, 16, 20, 21, 24, 28, 34	1837700	31 May 1994	761613	03 Nov 1991	BASS PLC	REG	F3553	31 May 2000
1135 United States of America	BBWW.COM	35			75496278	03 Jun 1998	BASS PLC	PEN		

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TMID: Country:	Trade Mark:	Class:	Reg No:	Reg Date:	App No:	App Date:	Prop/Invt:	Status:	Dec No:	Renewal day:
11335 United States of America	HOOCCH neck label (US)	32	2249746	01 Jun 1999	75/499010	09 Jun 1999	BASS PLC	REG	F5890	01 Jun 2004
7761 United States of America	HOOPER'S	32			74/674698	16 May 1995	BASS PLC	PEN		
7925 United States of America	HOOPER'S HOOGH	32, 33			74/737169	15 Sep 1995	BASS PLC	PEN		
11327 United States of America	HOOPER'S HOOGH label (1996)	32			75/499011	03 Jun 1998	BASS PLC	PEN		
8329 United States of America	HOOPER'S HOOGH label (colour)	32, 33	2229486	16 Feb 1999	75/032603	14 Dec 1995	BASS PLC	REG	F5531	16 Feb 2004
12620 United States of America	HOOPER'S HOOGH LEMON BREW label	32					BASS MACHINE HOLDINGS LIMITED	NYF		
12621 United States of America	HOOPER'S HOOGH CRANKE BREW label	32					BASS MACHINE HOLDINGS LIMITED	NYF		
12612 United States of America	HOOPER'S HOOGH RED BREW label	32					BASS MACHINE HOLDINGS LIMITED	NYF		
8419 United States of America	LEMON device (side-view) in colour	33	2237210	06 Apr 1999	75/799446	10 Oct 1996	BASS PLC	REG	F5566	06 Apr 2004
12619 United States of America	RED BREW/HOOPER'S HOOGH	32					BASS MACHINE HOLDINGS LIMITED	NYF		
5393 United States of America	T mark		59987	22 Jan 1907	20977	17 Jul 1996	BASS PLC	REG	F907	22 Jan 2007
1795 United States of America	T mark	32	1739186	08 Dec 1992	74/003427	20 Feb 1990	BASS PLC	REG	F3111	08 Dec 2002
3486 United States of America	TENNENT'S	32	1723024	06 Oct 1992	74/066529	07 Jun 1990	BASS PLC	REG	F1361	06 Oct 2002
7728 United States of America	TENNENT'S EXTRA Caramel device	32	2053842	22 Apr 1997	74/686674	09 Jun 1995	BASS PLC	REG	F4149	22 Apr 2003

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TRID	Country	Trade Mark	Class	Reg No.	Reg Date	App No.	App Date	Proprietor	Status	Serial No.	Renewal date
6487	United States of America	TENNENT'S SUPER EXPORT label	32	2120856	16 Dec 1997	75057659	14 Feb 1998	BASS PLC	REG	F5186	16 Dec 2002
6772	United States of America	TENNENT'S THISTLE (1994) label (wo 1985)	32	1967295	09 Apr 1998	74499301	11 Mar 1994	BASS PLC	REG	F5812	09 Apr 2001
4716	United States of America	TRIANGLE (BASS & CO'S) label	32	88765	10 Sep '912	57992	02 Aug 1971	BASS LTD	REG	F613	10 Sep 2002
3785	United States of America	TRIANGLE (PALE ALE) label (1986)	32	1590860	29 May 1990	719718	28 Mar 1989	BASS PLC	REG	F3125	29 May 2000
5593	United States of America	TRIANGLE device	32	108572	04 Jan 1991	122819	18 Sep 1919	BASS LTD	REG	F617	04 Jan 2001
5677	United States of America	TRIANGLE device (red) label	32	1926947	17 Oct 1995	74435757	24 Sep 1993	BASS PLC	REG	F3309	17 Oct 2000
5572	United States of America	TRIANGLE device (TRADE MARK)	32	16851	23 Jul 1989	69351	20 Mar 1989	BASS LTD	REG	F614	23 Jul 1999
11310	United States of America	V.O.D. & device	32, 33	2313255	01 Feb 2000	75400317	07 May 1998	BASS PLC	REG	F3821	01 Feb 2005
11410	United States of America	WORTHINGTON'S WHITE SHIELD label (1998)	32	2315025	01 Feb 2000	75562448	15 Jun 1998	BASS PLC	REG	F5830	01 Feb 2005
3441	Uruguay	BARBICAN	2	267627	19 Jan 1984			BASS PLC	REG	F2068	19 Jan 2004
2097	Uruguay	BASS	32	240772	22 Jun 1992	240772	09 Nov 1990	BASS PLC	REG	F3330	22 Jun 2002
5393	Uruguay	HOOPER'S HOOSH	32, 33	298739	20 Aug 1997	288739	31 Jul 1996	BASS PLC	REG	4063	20 Aug 2007
3829	Uruguay	LEMON device (side-view) in colour	32	250880	18 Sep 1997	230880	29 Oct 1996	BASS PLC	REG		18 Sep 2007
7830	Uruguay	LEMON device (side-view) in colour	33	280879	18 Sep 1997	230879	29 Oct 1996	BASS PLC	REG		18 Sep 2007
3747	Uruguay	T mark	32	290877	18 Sep 1997	290877	29 Oct 1996	BASS PLC	REG		18 Sep 2007
5331	Uruguay	TENNENT'S	32	246176	16 May 1994	246175	02 Aug 1991	BASS PLC	REG	F3339	16 Sep 2007
851	Uruguay	TENNENT'S EXTRA label (1990)	32	240773	03 Apr 1992	240773	09 Nov 1990	BASS PLC	REG	F3684	16 May 2004
741	Uruguay	TENNENT'S THISTLE (1994) label	32			250681	29 Oct 1996	BASS PLC	REG	F3332	03 Apr 2002
683	Uruguay	TRIANGLE (PALE ALE) label (1991)	32	240771	03 Apr 1992	240771	09 Nov 1990	BASS PLC	PEN		
602	Uruguay	BASS	32	1544	19 Nov 1993	287973	19 Nov 1993	BASS PLC	REG	F1333	03 Apr 2002
499	Uzbekistan	HOOPER'S HOOSH	32, 33			9502118.3	21 Dec 1995	BASS PLC	REG	F4039	17 Apr 2009
799	Uzbekistan	LEMON device (side-view) in colour	32, 33	7047	13 Sep 1998	9581135.3	19 Sep 1998	BASS PLC	PEN		
304	Uzbekistan	TENNENT'S	32	1543	19 Nov 1993	282873	15 Nov 1994	BASS PLC	REG	F5509	19 Sep 2006
301	Uzbekistan	TENNENT'S EXTRA label (1994)	32	3096	14 Apr 1995	2265773	31 Dec 1993	BASS PLC	REG	F4098	17 Apr 2000
300	Uzbekistan	TRIANGLE (PALE ALE) label (1996)	32	1576	19 Nov 1993	233073	18 Nov 1993	BASS PLC	REG	F4097	17 Jul 2001
708	Vanuatu	BASS	43	282776	1 Mar 1975			BASS PLC	REG	F4095	17 Jul 2001
									REG	F453	20 Apr 2005

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