



101598603

Pl!
1-19-01

**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 PLC

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: 3/20/2000

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).
75/674698
74/737109
75/499011 (now reg. no. 2,354,537)

B. Trademark Registration No(s).
2,249,716
2,223,486

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.

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

6. Total number of applications and
registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$140.00

Enclosed
 Authorized to be charged to deposit account

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

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.

Robert M. Kunstadt

Name of Person Signing



Signature

1/17/2001

Date

Total number of pages including cover sheet, attachments, and document: 8

30 March 2000

BASS PLC

BASS MACHINE HOLDINGS LIMITED

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

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

TRADEMARK

REEL: 002223 FRAME: 0483

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

TRADEMARK

REEL: 002223 FRAME: 0485

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

)

)

Trade Mark:	Class:	Rep. No.:	Reg. Date:	App. No.:	App. Date:	Proprietor:	Status:	Cert. No.:	Renewal Due:
BASS in script	32	2106633	21 Oct 1997	75/120989	18 Jun 1998	BASS PLC	Registered	F5184	21 Oct 2002
BASS in script and TRIANGLE device	6, 18, 20, 21, 24, 28, 34	1837700	31 May 1994	781633	03 Nov 1988	BASS PLC	Registered	F3553	31 May 2000
BBWW.COM	35			75/496278	03 Jun 1998	BASS PLC	Pending		
CAFFREY'S	32	2082583	22 Jul 1997	74/712422	08 Aug 1995	BASS PLC	Registered	F5039	22 Jul 2003
CAFFREY'S IRISH ALE	32			75/549004	08 Sep 1998	BASS PLC	Pending		
CAFFREY'S IRISH ALE & device	32	2150522	14 Apr 1998	75/228826	21 Jan 1997	BASS PLC	Registered	F5312	14 Apr 2003
CAFFREY'S IRISH ALE (secondary branding)	16, 18, 20, 21, 24, 25, 32, 33, 34, 42			75-628742	21 Jan 1999	BASS PLC	Pending		
CAFFREY'S IRISH ALE and device (1998) In colour	32			75/549564	08 Sep 1998	BASS PLC	Pending		
CAFFREY'S IRISH ALE and device (1998) In colour	16, 18, 20, 21, 24, 25, 33, 34, 42			75/628742	27 Jan 1999	BASS PLC	Pending		
HOOSH neck label (US)	32	2249716	01 Jun 1999	75/499010	09 Jun 1998	BASS PLC	Registered	F5890	01 Jun 2004
HOOPER'S	32			74/674698	16 May 1995	BASS PLC	Pending		
HOOPER'S HOOSH	32, 33			74/737109	15 Sep 1995	BASS PLC	Pending		
HOOPER'S HOOSH label (1996)	32			75/499011	09 Jun 1998	BASS PLC	Pending		
HOOPER'S HOOSH label (colour)	32, 33	2223486	16 Feb 1999	75/032603	14 Dec 1995	BASS PLC	Registered	F5531	16 Feb 2004
LEMON device (side-view) In colour	33	2237210	06 Apr 1999	75/179948	10 Oct 1996	BASS PLC	Registered	F5566	06 Apr 2004
T mark		58887	22 Jan 1907	20977	17 Jul 1996	BASS PLC	Registered	F937	22 Jan 2007