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To the Honorable Commissioner of Patents and Trademarks

101600350

original documents or copy thereof.

1. Name of conveying party(ies):

Bass Machine Holdings Limited

- Individual(s)
- General Partnership
- Corporation State England
- Other _____

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 14, 2000

2. Name and address of receiving party(ies)

Name: Bass 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)

75/628742
75/628743

1-22-01

B. Trademark Registration No.(s)

2,082,583 2,419,735 (75/549564)
2,150,522
2,419,734 (75/549004)

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: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

01/30/2001 DBYRNE 00000222 75628742

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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

Albert Robin
Signature

January 18, 2001
Date

14

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. 20231

Application No. : 75/628742

Assignee : Bass Holdings Limited

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Albert Robin, of Robin, Blecker & Daley, whose postal address is 330

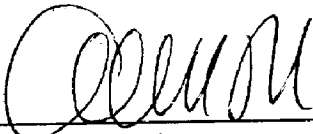
Madison Avenue, New York, New York 10017, is hereby designated Assignee's

representative upon whom notices or process in proceedings affecting the above mark

may be served.

Dated: January 18, 2001

BASS HOLDINGS LIMITED

By: 
Name: Albert Robin
Title: Attorney

Application No. : 75/628743

Assignee : Bass 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: January 18, 2001

BASS HOLDINGS LIMITED

By: 
Name: Albert Robin
Title: Attorney

Registration No. : 2,082,583

Assignee : Bass 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: January 18, 2001

BASS HOLDINGS LIMITED

By: 
Name: Albert Robin
Title: Attorney

Registration No. : 2,150,522

Assignee : Bass Holdings Limited

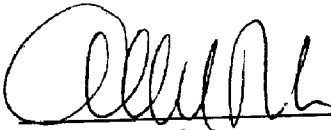
APPOINTMENT OF DOMESTIC REPRESENTATIVE

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: January 18, 2001

BASS HOLDINGS LIMITED

By: 
Name: Albert Robin
Title: Attorney

Registration No. : 2,419,734

Assignee : Bass Holdings Limited

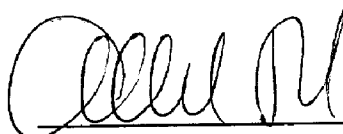
APPOINTMENT OF DOMESTIC REPRESENTATIVE

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: January 18, 2001

BASS HOLDINGS LIMITED

By: 
Name: Albert Robin
Title: Attorney

Registration No. : 2,419,735

Assignee : Bass 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: January 18, 2001

BASS HOLDINGS LIMITED

By: 
Name: Albert Robin
Title: Attorney

14 April 2000

BASS MACHINE HOLDINGS LIMITED

BASS HOLDINGS LIMITED

ASSIGNMENT OF
CAFFREY'S MARKS



FRESHFIELDS

THIS ASSIGNMENT is made on 14 April 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*)

BASS HOLDINGS LIMITED (company no. 25675), 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 **CAFFREY'S** Marks (as defined below).
- (B) The Assignor has agreed to assign the **CAFFREY'S** Marks to the Assignee on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

DEFINITION

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

Effective Time means 12.00 midnight GMT on 14 April 2000;

CAFFREY'S Marks means the trade marks and trade mark applications included in the Schedule whether alone or in combination with any other word or words or device including in the form of the device marks and other marks referred to therein and including the registrations of and pending applications to register trade marks in the Territory set out therein together with any further registrations and applications for registration relating to the "Caffrey's" brand which have been obtained by Bass plc; and

Give Down Licences mean all or any of

- (a) the licence agreement dated 15 March 1996 between Bass PLC, Bass Holdings Limited (*BHL*), Bass International Holdings N.V. (*BIH*), Hedges & Butler Limited (now Bass Cellars Limited) (*BCL*) and Bass Brewers Limited (as amended by a variation and novation agreement between the same parties and Bass Brewers IP B.V. (*BBIP*) dated 28 September 1999);
- (b) the licence agreement dated 15 March 1996 between Bass PLC, BHL, BIH, BCL and Bass Ireland Limited (as amended by a variation and

novation agreement between the same parties and BBIP dated 28 September 1999); and

- (c) the licence agreement dated 15 March 1996 between Bass PLC, BHL, BCL and Bass Beers Worldwide Limited (as amended by a variation and novation agreement between the same parties, BIH and BBIP dated 28 September 1999).

ASSIGNMENT AND SHARE SUBSCRIPTION

2.1 In consideration of the undertaking of the Assignee in clause 2.2, the Assignor hereby:

- (a) assigns to the Assignee, with effect from the Effective Time and subject to any licences of the CAFFREY'S Marks granted to third parties, all its right, title and interest in and to the CAFFREY'S Marks, including any goodwill and all statutory and common law rights attaching thereto and the right to sue for damages and other remedies in respect of any infringement or misuse of any of the CAFFREY'S Marks which may have occurred prior to the date of this Agreement and to retain any damages obtained as a result of any such action; and
- (b) agrees to subscribe for 400,000 (four hundred thousand) ordinary shares of £1 each in the capital of the Assignee and to be entered as a member of the Assignor in respect of those shares.

2.2 In consideration of the assignment in clause 2.1, the Assignee agrees to allot and issue to the Assignor on or within 7 days after the Effective Time 400,000 (four hundred thousand) ordinary shares of £1 each in the capital of the Assignee credited as fully paid up and free from any third party rights and interests.

DECLARATION OF TRUST

3. To the extent that clause 2.1 does not effect the transfer of full legal title to any of the CAFFREY'S Marks to the Assignee, the Assignor declares that such CAFFREY'S Marks are held by the Assignor in trust for the Assignee and that the Assignor's beneficial interest in them belongs to the Assignee.

NO WARRANTIES

4. Nothing in this Agreement shall be construed as a warranty or representation by the Assignor that any of the CAFFREY'S Marks is valid or enforceable.

5. 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 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 Agreement 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 CAFFREY'S Marks to the Assignee in any relevant jurisdiction and/or, where possible, to effect the transfer of full legal title to any of the CAFFREY'S Marks to the Assignee) by way of further assurance of the rights assigned under this Agreement.

GOVERNING LAW AND JURISDICTION

7. This Agreement 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 Agreement.

COUNTERPARTS

8. This Agreement 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 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: Dalton Odenraal)




SIGNED by)
For and on behalf of)
BASS HOLDINGS LIMITED)
In the presence of: Dalton Odenraal)



SCHEDULE

CAFFREY'S Marks

TMID File Reference	Country Trade Mark	Classie	App. No. App. Date	Reg. No. Reg. Date	Registered Owner	Status Renewal Due	Logo
9743 F3312	United States of America CAFFREY'S IRISH ALE & device	32	75/228626 21 Jan 1997	2150522 14 Apr 1998	BASS P.C	Registered 14 Apr 2003	
11516	United States of America	16, 18, 20, 21, 24, 25, 32, 33, 34, 42	75-620742 21 Jan 1999		BASS PLC	Pending	
11439	United States of America CAFFREY'S IRISH ALE and device (1999) in colour	32	75/549564 08 Sep 1998		BASS PLC	Pending	
11519	United States of America CAFFREY'S IRISH ALE and device (1998) in colour	16, 18, 20, 21, 24, 25, 33, 34, 42	75/620742 27 Jan 1999		BASS PLC	Pending	

TMID	File Reference	Country	Trade Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner	Status	Renewal Due	Logo
8140	1889	United Kingdom	CREAMFLOW device	32	2007719	22 Sep 1985	2017749	22 Sep 1995	BASS PLC	Registered	22 Sep 2005	
11830		United Kingdom	STORM T-FE WESKEND	18, 25, 32, 33, 39, 41, 42	2202880	13 Jul 1999	2202880	13 Jul 1999	BASS PLC	Registered	13 Jul 2009	
7829	1872	United Kingdom	STRONG WORDS, SOFTLY SPOKEN	32	2030637	18 Aug 1995	2010637	18 Aug 1995	BASS PLC	Registered	18 Aug 2005	
7712	FE039	United States of America	CAFFREYS	32	74712422	08 Aug 1993	2382883	22 Jul 1997	BASS PLC	Registered	22 Jul 2003	
11138		United States of America	CAFFREY'S RISH ALE	32	75249004	08 Sep 1998			BASS PLC	Pending		