

Form **PTO-1594**
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OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

**Guinness United Distillers & Vintners
Amsterdam B.V.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Netherlands Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: General Mills, Inc.

Internal Address: _____

Street Address: Number One General Mills Blvd

City: Minneapolis State: MN Zip: 55426

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

3. Nature of conveyance:

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

Execution Date: October 31, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2344514

Additional number(s) attached Yes No

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

Name: Michiele Portinga, Paralegal

Internal Address: _____

Street Address: Fulbright & Jaworski L.L.P.

225 South Sixth Street, Ste. 4850

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1212/PILA:642/TMK

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

DO NOT USE THIS SPACE

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.

Timothy M. Kenny
Name of Person Signing


Signature

4 April 2002
Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is made this 31st day of October (the "Effective Date") by and between Guinness United Distillers & Vintners Amsterdam B.V., a limited liability company organized and existing under the laws of The Netherlands with its principal place of business at Molenwerf 10-12, 1014 BG Amsterdam, the Netherlands ("Assignor") and General Mills, Inc., a corporation organized and existing under the laws of Delaware, United States of America with its principal place of business at Number One General Mills Blvd., Minneapolis, Minnesota 55426, United States of America, ("Assignee").

WHEREAS Assignor has adopted and is using certain Trademarks (defined below) throughout the world, and is the owner of substantial and valuable goodwill in the Trademarks, and

WHEREAS Assignor is the owner of certain Trade Secrets (defined below) developed or owned by Assignor for use in the manufacture and sale of products and services sold or offered for sale under the Trademarks; and

WHEREAS Assignee, General Mills North American Business, Inc., a Delaware corporation and wholly owned subsidiary of Assignee, Diageo plc, a public limited company incorporated under the laws of England and Wales, and The Pillsbury Company, a Delaware corporation, have entered into an Agreement and Plan of Merger dated as of July 16, 2000, as amended ("Agreement and Plan of Merger"); and

WHEREAS, pursuant to the Agreement and Plan of Merger, Assignee seeks to acquire the right and goodwill associated with the Trademarks throughout the world and to acquire the Trade Secrets owned by Assignor as defined herein,

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Definitions

- a) "PET Trademarks" shall refer to the trademarks set forth on Exhibit A-1 hereto.
- b) "PET Trademark Registrations and Applications" shall refer to the trademark registrations and pending applications set forth on Exhibit A-2 hereto.
- c) "Kikuet Trademarks" shall refer to the trademarks set forth on Exhibit B-1 hereto.
- d) "Kikuet Trademark Registrations and Applications" shall refer to the trademarks set forth on Exhibit B-2 hereto.
- e) "Trademarks" shall refer to the PET Trademarks and Kikuet Trademarks collectively.

- f) "Trademark Registrations and Applications" shall refer to the PET Trademark Registrations and Applications and Kikuet Trademark Registrations and Applications collectively.
- g) "Trade Secrets" shall refer to proprietary technical information, formulae and confidential know-how developed by or owned by Assignor and all other intellectual property rights held by Assignor for use in the manufacture of products sold under the PET Trademarks and Kikuet Trademarks.

2. Assignment of Rights and Goodwill

- a) Assignor hereby assigns to Assignee all right and goodwill to and in the Trademarks throughout the world, including all causes of action, rights of recovery and claims for damage or other relief relating, referring, or pertaining to the Trademarks including claims for past and future infringement.
- b) Assignor shall promptly render all assistance reasonably necessary to record Assignee as the owner of any government registration for any of the Trademarks anywhere in the world including but not limited to the Trademark Registrations and Applications. Assignor shall, upon reasonable notice, provide to Assignee or its legal representative further documents and information which may be required from time to time in connection with the renewal, prosecution or enforcement of the Trademarks.
- c) Assignor shall transfer to Assignee or its legal representatives all original files and documents relating to the Trademarks, including but not limited to all application and registration files for the Trademarks, certificates of registration, and search reports and opinions concerning availability and registrability for any of the Trademarks.
- d) Assignor hereby assigns all rights and interest in the Trade Secrets to Assignee.

3. Assumption of license obligations

- a) Assignee acknowledges that Assignor has licensed the right to use the certain of the Trademarks and Trade Secrets in specifically defined territories to Pillsbury Puerto Rico, Inc. ("Pillsbury PR"), a Puerto Rican corporation and The Pillsbury Company ("Pillsbury"), a Delaware corporation.
- b) Assignor hereby assigns and conveys to Assignee all of its rights under the license agreements with Pillsbury PR and Pillsbury, including but not limited to the right to receive royalty payments pursuant to the licenses, the right to approve all Packages and Labels pursuant to the licenses, the right to inspect the licensees' books and records, the right to terminate the licenses as provided for in the agreement, and the right to receive royalty payments under the licenses.

- c) Assignee hereby agrees to assume Assignor's obligations under the license agreements with Pillsbury PR and Pillsbury including but not limited to the obligation to maintain and renew registrations for the Trademarks.

4. Consideration:

- a) In consideration for the assignment of the rights and goodwill in the PET Trademarks and PET Trademark Registrations, Assignee shall transfer to Assignor 700,629 shares of common stock in Assignee, or, in the alternative, pay to Assignor the sum of \$23 million United States dollars in cash or equivalent negotiable instruments, Assignee shall have sole discretion to elect between payment in stock or payment in cash.
- b) In consideration for the assignment of the rights and goodwill in the Kikuet Trademarks and Kikuet Trademark Registrations, Assignee shall transfer to Assignor 60,924 shares of common stock in Assignee or, in the alternative, the sum of \$2 million United States dollars in cash or equivalent negotiable instruments, shall tender to Assignor. Assignee shall have sole discretion to elect between payment in stock or payment in cash.

5. Representations and warranties

- a) Assignor represents and warrants that it owns the Trademarks and the Trade Secrets throughout the world, that Assignor's ownership of the Trademarks and the Trade Secrets has not been questioned in any litigation or proceeding currently pending or which, to the knowledge of Assignor, has been threatened, and there exists no basis for a claim against Assignor for infringement of any third party's intellectual property. Assignor has not received any notice to the effect that any product it makes or sells, or the distribution or use by it or another of any such product, or any services it performs in the course of its business, may infringe any trademark, service mark, trade name, trade dress, copyright, patent, trade secret, or similar legally protectable right of another.
- b) Except for the license agreements to Pillsbury PR and Pillsbury described above, Assignor represents and warrants that none of the Trademarks or Trade Secrets are subject to any mortgage, lien, security interest or other legal encumbrance, and that Assignor is not a party to any development, work for hire, license or other agreement pursuant to which Assignor has granted others the right or obligation to use, the Trademarks or Trade Secrets.
- c) Assignor further represents and warrants that the official records pertaining to all registrations or pending applications for the Trademarks anywhere in the world reflect Assignor as the owner of record of all such registrations or pending applications or that all necessary documentation has been filed to record Assignor as the owner of all such registrations as of the Effective Date.
- d) Assignor shall bear all costs associated with recording Assignor as the owner of all registrations for the Trademarks anywhere in the world and all pending applications filed

by Assignor or its predecessors in interest for the Trademarks anywhere in the world as of the Effective Date. These costs shall include, but shall not be limited to, the costs of preparing the necessary documentation, including but not limited to assignments and changes of name, to be filed with trademark offices around the world to reflect Assignor as the owner of any and all registrations or pending applications for any of the Trademarks.

- e) Assignee shall bear all costs associated with recording Assignee as the owner of all registrations or pending applications to register the Trademarks anywhere in the world, subject to the limitations of Paragraph 5(f).
- f) Assignor represents and warrants that it has not filed applications to register or obtained registrations for any of the Trademarks other than those set forth on Exhibits A-2 and B-2 as of the Effective Date. To the extent that it is determined after the Effective Date that Assignor or a predecessor in interest owns a registration for or has filed a pending application to register any of the Trademarks that is not identified on Exhibits A-2 and B-2, Assignor shall bear, in addition to the costs and expenses required under Paragraph 5(d), all costs and expenses associated with recording Assignee as the owner of any such registration or pending application and execute any documentation necessary to record Assignee as the owner of such registration or pending application.
- g) Assignor represents and warrants that neither it nor any successor in interest will seek to register any of the Trademarks or any trademark, trade name, domain name or other designation confusingly similar to any of the Trademarks anywhere in the world after the Effective Date, and shall not oppose any application filed by Assignee to register any of the Trademarks anywhere in the world, or challenge the validity of any of Assignee's registrations for or use of the Trademarks anywhere in the world.
- h) Assignor recognizes that the Trade Secrets are valuable commercial property and that disclosure of the Trade Secrets to any other party could impair the value and commercial benefits of the Trade Secrets. Assignor therefore will hold the Trade Secrets strictly confidential after the Effective Date and to not use, disclose, or authorize others to use or disclose the Trade Secrets without Assignee's express written permission.

6. Indemnification:

- a) Assignor hereby agrees to indemnify and hold harmless Assignee, its directors, officers, agents and assigns, from any and all liability or expense arising from any claim, demand, action, suit or other proceeding resulting from, or connected with, any infringement or any alleged infringement of a third party's trademark as a result of the use of the Trademarks or Trade Secrets prior to the Effective Date.
- b) The provisions of Section 5.3 of the Agreement and Plan of Merger are hereby incorporated into this Agreement and shall bind Assignor and Assignee hereunder as though Assignee were General Mills and Assignor were Diageo.

7. Miscellaneous Provisions:

- a) The provisions of Article XI of the Agreement and Plan of Merger are hereby incorporated by reference into this Agreement, *mutatis mutandis*, as though Assignor were Diageo.
- b) The provisions of Section 11.6 of the Agreement and Plan of Merger, incorporated into this Agreement by Paragraph 7(a), shall not limit Assignee's right to assign its rights and interest in the Trademarks and Trade Secrets or to authorize others to use the Trademarks or Trade Secrets after the Effective Date.
- c) Nothing contained in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any other person.
- d) This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GUINNESS UNITED DISTILLERS & VINTNERS AMSTERDAM B.V.

GENERAL MILLS, INC.

[Handwritten signature of Eric A. Wedepohl]

By: Eric A. Wedepohl
Title: Attorney-in-fact
Date: October 31, 2001

[Handwritten signature of Patricia J. Smith]

By: Patricia J. Smith
Title: Attorney-in-fact
Date: October 31, 2001

STATE OF NEW YORK
COUNTY OF NEW YORK

)
) ss.
)

On the 31st day of October in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia J. Smith and Eric A. Wedepohl personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the individual, or the person, or the entity upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

Paul R. Khan

Notary Public

My commission expires:

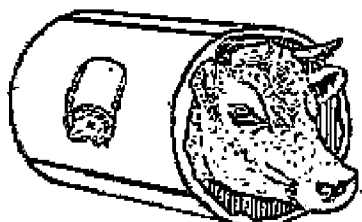
PAUL R. KHAN
Notary Public, State of New York
No. 01KH6013690
Qualified in New York County
Commission Expires Sept. 28, 2002

Notary Seal:

EXHIBIT A-1

The following trademarks are the PET Trademarks identified in Paragraph 1(a) of the Intellectual Property Assignment Agreement dated October 31, 2001 between Guinness United Distillers & Vintners Amsterdam B.V. and General Mills, Inc.



PET



PET

EXHIBIT A-2

The following trademarks are the PET Trademark Registrations identified in Paragraph 1(b) of the Intellectual Property Assignment Agreement dated October 31, 2001 between Guinness United Distillers & Vintners Amsterdam B.V. and General Mills, Inc.

Country	Mark	Registration [R] or Application [A] Number
Antigua	PET	5167 [R]
Australia	PET	A0107102 [R]
Australia		A0107198 [R]
Bahamas	PET	2347 [R]
Barbados	PET	816082 [R]
Barbados	PET	816083 [R]
Belize	PET	329 [R]
Belize		328 [R]
Bermuda	PET	5661 [R]
Bolivia	PET	24471A [R]
Brazil	PET	817584773 Application Pending
Canada	PET	39299 [R]
Canada	PET	46356 [R]
Chile	PET	496669 [R]
Costa Rica	PET	43721 [R]
Cuba	PET	106711 [R]
Cuba	PET	106711A [R]
Denmark	PET	624/1919 [R]
Dominica	PET	57/97 [R]
Dominican Republic	PET	15127 [R]
Egypt	PET	50273 [R]
El Salvador	PET	14634 [R]
Finland	PET	43949 [R]
Ghana	PET	5202 [R]
Grenada	PET	44/1966 [R]
Guatemala	PET	18118 [R]

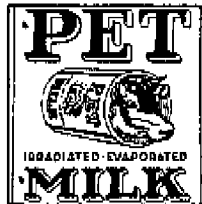
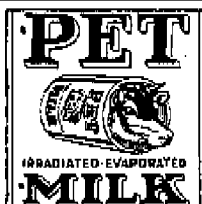

Guyana	PET	6451A [R]
Guyana	PET	6357A [R]
Iceland	PET	1/1932 [R]
Japan	PET	109632 [R]
Malaysia	PET	M/20554 [R]
Mexico	PET	399328 [R]
Nicaragua		2274 [R]
Nigeria	PET	6226 [R]
Norway	PET	6152 [R]
Panama	PET	12963 [R]
Puerto Rico	PET	8314 [R]
Sierra Leone	PET	3188 [R]
Singapore	PET	4042 [R]
Singapore	PET	14154 [R]
St. Lucia	PET	68/1966 [R]
St. Vincent	PET	54/1966 [R]
Suriname	PET	5431 [R]
Sweden	PET	21902 [R]
Trinidad	PET	564 [R]
Uruguay	PET	230952 [R]
Venezuela	PET	21996 [R]
Venezuela	PET	56759 [R]
United Kingdom	PET	626235 [R]
United Kingdom		626236 [R]
United States	PET	88285 [R]
United States	PET	728611 [R]
United States		200923 [R]

EXHIBIT B-1

The following trademarks are the Kikuet Trademarks identified in Paragraph 1(g) of the Intellectual Property Assignment Agreement dated October 31, 2001 between Guinness United Distillers & Vintners Amsterdam B.V. and General Mills, Inc.

KIKUET

PRODUCTOS KIKUET


PRODUCTOS KIKUET PUERTO RICO

PRODUCTOS KIKUET INC.



EXHIBIT B-2

The following trademarks are the Kikuet Trademark Registrations identified in Paragraph 1(h) of the Intellectual Property Assignment Agreement dated October 31, 2001 between Guinness United Distillers & Vintners Amsterdam B.V. and General Mills, Inc.

Country	Mark	Registration [R] or Application [A] Number
Puerto Rico	PRODUCTOS KIKUET	41817 [A] Pending application in Class 29, filed November 13, 1997
Puerto Rico	PRODUCTOS KIKUET PUERTO RICO	43162 [A]; Pending Application filed August 17, 1998
United States		2,344,514 [R]