



05-24-2002



102102177

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

1. Name of conveying party(ies):

CATCO HF

- Individual(s)                       Association
- General Partnership               Partnership
- Corp. of Iceland
- Other

*5.21.02*

Additional name(s) of conveying party(ies) attached?

- yes                       no

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

LEISURE AND PROPERTY HOLDING LTD.  
P. O. Box 3460  
Byson Court, Road Town  
Tortola, British Virgin Islands

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- British Virgin Islands Registered Company

Additional name(s) & address(es) attached?

- yes                       no

Appointment of Domestic Representative attached?

- yes                       no

3. Nature of Conveyance:

- Assignment                       Merger
- Security Agreement               Change of Names
- Other

Execution Date: February 23, 2000

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,255,144 2,278,887 2,308,377

Additional numbers attached?     Yes                       No

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

Jody H. Drake, Esq.  
SUGHRUE MION, PLLC  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3213

6. Total number of applications and registration involved:  
3

7. Total Fee (37 CFR 3.41):              \$90.00
- Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
  - Authorized to be charged to Deposit Account

8. Deposit Account No.                      19-4880  
(Attach dupl. copy of this page if paying by Deposit Account)

05/23/2002 T0IAZ1 00000186 2255144

01 FC:481                      40.00 OP  
02 FC:482                      50.00 OP

DO NOT WRITE IN 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.

Jody H. Drake  
Name

May 21, 2002  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: 9

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

Do not detach this portion

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

- ✓ In re Registration Nos.  
2,255,144 - SPIRIT OF ICELAND (Stylized)  
2,278,887 - POLSTAR. . . & Design  
2,308,377 - STRENGTH THROUGH PURITY & Design

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

The law firm of SUGHRUE MION, PLLC, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C. 20037-3213, United States of America, is hereby designated undersigned Assignee's representative upon whom notice or process in proceedings affecting the mark may be served.

LEISURE AND PROPERTY HOLDING LTD.

By S. Neururer.  
Name : Sylvia NEURURER  
Title : Director / Secretary  
Date : 8<sup>th</sup> May 2002

IBD

Copy

DATED 23 FEBRUARY 2000

INTERNATIONAL BRANDS DEVELOPMENTS PLC

CATCO HF

and

LEISURE AND PROPERTY HOLDING LTD

INTELLECTUAL PROPERTY ASSIGNMENT

**COPY**

*[Handwritten signature]*  
d. 13

TRADEMARK  
REEL: 002513 FRAME: 0034

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is made on 23 FEBRUARY 2000 BETWEEN:

- (1) **INTERNATIONAL BRAND DEVELOPMENTS PLC** (registered number 5677) whose registered office is at P.O.Box 556 Charlestown Nevis West Indies ("**International Brands**");
- (2) **CATCO Hf** (registered number 46493-2189) whose registered office is at Grjóthálsi 7-11 110 Reykjavík ("**Catco**"); and
- (3) **LEISURE AND PROPERTY HOLDING LTD** (registered number 247854) whose registered office is PO Box 3460, Byson Court, Road Town, Tortola, British Virgin Islands (the "**Assignee**");

WHEREAS:

- (A) International Brand and Catco (together the "**Assignors**") are the proprietors of certain Business Intellectual Property Rights, Design Rights and Trade Marks (as defined below).
- (B) The Assignors have agreed to assign such Business Intellectual Property Rights, Design Rights and Trade Marks (together the "**Rights**") to the Assignee.
- (C) International Brand has the first right of refusal on any future sale by Ölgerðin Egill Skallagrímsson ehF of the Icelandic Intellectual Property Rights (as defined below).
- (D) International Brand have agreed to assign their first right of refusal on any future sale of the Icelandic Intellectual Property Rights by Ölgerðin Egill Skallagrímsson ehF (the "**Right of Refusal**") to the Assignee.
- (E) This Assignment is intended to convey and does convey any goodwill in the Business (as defined below) or in the Rights.

IT IS AGREED as follows:

1. In this Assignment and unless the context otherwise requires:

"**Business**" means the manufacturing, bottling and supply of Vodka under the Pölstar brand;

"**Business Intellectual Property Rights**" means all Intellectual Property Rights world-wide owned by any of the Assignors and used in connection with the Business excluding the Icelandic Intellectual Property Rights;

TRADEMARK

REEL: 002513 FRAME: 0035

**“Design Rights”** means the Intellectual Property Rights in the designs of the Pölstar vodka bottle as more particularly described in Part 1 of Schedule 2 (the **“Bottle Design”**) and the designs of the Pölstar freezer as more particularly described in Part 2 of the Schedule 2 (the **“Freezer Design”**) designed by David Bromige;

**“Icelandic Intellectual Property Rights”** means all Intellectual Property Rights in Iceland owned by Ölgerðin Egill Skallagrímsson ehF (**“Ölgerðin”**) and used in connection with the Business;

**“Intellectual Property Rights”** means trade marks, service marks, trade and business names, domain names, rights in designs, patents, copyright, database rights, moral rights and rights in know-how and other intellectual property rights in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world except Iceland including any goodwill;

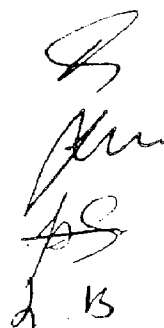
**“Pölstar Stock”** means all the bottles, fridges, tapes glasses and boxes bearing the Pölstar brand which are owned by Upton Marketing Limited;

**“Trade Marks”** means the registered trade marks details of which are set out in Part I of Schedule 1 to the Assignment, (the **“Registered Marks”**), the trade mark applications details of which are set out in Part 2 of Schedule 1 to this Assignment (the **“Trade Mark Applications”**) and the unregistered trade mark details of which are set out in Part 3 of Schedule 1 to this Assignment (the **“Unregistered Marks”**);

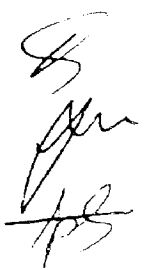
**“Upton Marketing Limited”** means the company whose registered number is 2577771 and whose registered office is at Suite 300 A, Two Greenville Crossing, 4001 Kennett Pike, P.O.BOX 4477, Wilmington, Newcastle County, Delaware 19807-0477.

2. In consideration of the sum of £20,000 paid to International Brand on behalf of the Assignors (receipt of which is acknowledged):

- (1) the Assignors hereby assign to the Assignee as sole legal and beneficial owners with full title guarantee subject to clause 4 below the entire right, title and interest in the Rights together with all goodwill of the business attaching to and symbolised by the Rights free from all liens, charges, options, licenses and encumbrances together with all rights of action, remedies powers and benefits relating to the Rights belonging or accrued to the Assignors as at the date of this Assignment TO HOLD the same unto the Assignee absolutely; and

Handwritten signatures and initials, including a large signature at the top, a signature below it, and initials 'AS' and 'd. B' at the bottom.

- (2) [International Brand] hereby assigns to the Assignee the Right of Refusal [free from all liens, charges, option, licences and encumbrances together with all rights of action, remedies, powers and benefits relating to the Rights of Refusal belonging to or accrued to [International Brand] as at the date of this Assignment TO HOLD the same unto the Assignee absolutely]
3. This Assignment includes the right of the Assignee to bring action and claim relief in respect of any infringement of the Rights which occurred before the date of this Assignment.
4. The Assignors agree, at their own expense and at the reasonable request of the Assignee, to execute any further documents and do all things which may be necessary to enable the Assignee to record this Assignment in the records of the United Kingdom Trade Marks Registry and in any register of trade mark rights and generally to give full effect to the assignments contemplated herein.
5. The Assignors agree, at the request of the Assignee, to transfer to the Assignee the Assignors' files and records (including those in the possession of agents of the Assignors) relating to the filing, prosecution and maintenance (as appropriate) of any of the Rights.
6. This agreement is conditional upon the signing of the attached agreements between the Reformed Spirits Company Ltd and Catco and the Reformed Spirits Company Ltd and Upton Marketing regarding the stock relating to Pölstar.
7. International Brand agrees to use its best endeavours to ensure that Frostverk ehF will sign a declaration in which Frostverk ehF agrees not to sell freezers which would infringe the Design Rights in the Freezer Design to anyone without the consent of the Assignee.
8. The Assignors represent and warrant to the Assignee that:
- (1) Save as has been specifically disclosed in writing to the Assignee, Catco and International Brands are the registered proprietors of the Registered Marks and the Assignors are the legal and beneficial owners of all the other Rights, free of all liens, charges, options, licences and encumbrances;
- (2) So far as the Assignors are aware, the use of the Rights by the Assignee will not infringe any intellectual property rights of any other person;
- (3) None of the Registered Marks or Trade Mark Applications has lapsed or been cancelled, and so far as the Assignors are aware nothing has been done or omitted to be done by the Assignors, or



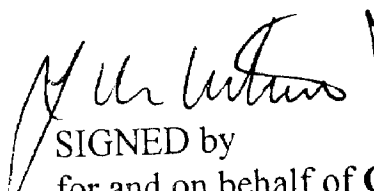
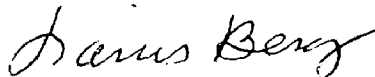
J. B

any person connected with the Assignors, which could jeopardise the validity or substance of any of the Rights; and

- (4) So far as the Assignors are aware, no third party has infringed any of the Rights.
9. The Assignors warrant to the Assignee that no individual has any moral rights relating to any of the Business Intellectual Property Rights conferred by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 which have not been waived and the Assignors undertake to indemnify the Assignee against all liabilities, claims, loss, damages or expenses of any description arising out of a breach of this warranty and undertaking.
10. The Assignors agree to give the Assignee at the Assignee's expense such assistance as the Assignee may reasonably require to enable or assist the Assignee to bring any action for infringement of, or to defend any attack against validity of, any of the Rights.
11. This Assignment is governed by and shall be construed in accordance with English law and the parties submit to the jurisdiction of the English courts for all purposes relating to this Assignment.

AS WITNESS the hands of the parties (or their duly authorised representatives) on the date which appears first on page 1.

SIGNED by  
for and on behalf of **INTERNATIONAL  
BRAND DEVELOPMENTS PLC**

  
SIGNED by  
for and on behalf of **CATCO HF**  


SIGNED by  
for and on behalf of **LEISURE AND PROPERTY HOLDING LTD**

  
D. B.

**SCHEDULE 1**

**Part 1**

**Registered Marks**

Marks Description	Country	Class	Registration No.	Date
Strength Through Purity (Word, Image)	UK	32,33	GB2183514	21/5/1999
Pølsta (Word)	UK	32,33	GB2100880	19/3/1997
<b>PÖLSTAR</b> (Word, Image)	<b>US</b>	<b>33</b> [47,497]	<b>2,278,887</b>	<b>21/9/1999</b>
Spirit of Iceland (Word)	<b>US</b>	<b>32</b> [45, 46, 48?]	<b>2,255,144</b>	<b>22/6/1999</b>

[INSERT DETAILS OF ANY FURTHER REGISTRATIONS]

**Part 2**

**Trade Mark Application**

Mark Description	Country	Class	Registration No.	Date
Strength Through Purity	US	32	75-414223	27/04/1999

[INSERT DETAILS OF ANY FURTHER REGISTRATIONS]

**Part 3**

**Unregistered Marks**

PÖLSTAR

Strength Through Purity

Spirit of Iceland

**Territory**

The whole world excluding Iceland

The whole world excluding Iceland

The whole world excluding Iceland



**SCHEDULE 3**

**Part 1**

**The Bottle Design**

**[DESCRIBE OR DEPICT (PREFERABLY INCLUDE COPIES OF ORIGINAL DRAWINGS)]**

**Part 2**

**The Freezer Design**

**[DESCRIBE OR DEPICT (PREFERABLY INCLUDE COPIES OF ORIGINAL DRAWINGS)]**

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*per*  
*2-13*