

07-30-2002



OFFICE OF

102174058

T

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b> <input checked="" type="checkbox"/> New <u>FINANCE AGREEMENT</u> <input type="checkbox"/> Resubmission (Non-Recordation) <u>07-2202</u> Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<b>Conveyance Type</b> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
		Effective Date Month Day Year <u>10 15 01</u>	

**Conveying Party**  Mark if additional names of conveying parties attached.

Name Kyndal Spirits Limited Execution Date  
 Month Day Year  
02 26 02

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Scottish Registered Company No. 14456

Citizenship/State of Incorporation/Organization Scotland

**Receiving Party**  Mark if additional names of receiving parties attached.

Name Westdeutsche Landesbank Girozentrale

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Woolgate Exchange

Address (line 2) 25 Basinghall Street

Address (line 3) London EC2V 5HA England \_\_\_\_\_  
 City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Bank

Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on a separate document from assignment.)

07/30/2002 TDIAZ1 00000037 061135 0306488

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

Public burden reporting this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002551 FRAME: 0656

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Joseph T. Nabor

Address (line 1) Fitch, Even, Tabin & Flannery

Address (line 2) 120 South LaSalle Street, Suite 1600

Address (line 4) Chicago, Illinois 60603

**Correspondent Name and Address**

Area Code and Telephone Number 312-577-7000

Name Joseph T. Nabor

Address (line 1) Fitch, Even, Tabin & Flannery

Address (line 2) 120 South LaSalle Street, Suite 1600

Address (line 4) Chicago, Illinois 60603

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 7

**Trademark Application Number(s) or Registration Number(s)** [ ] Mark if additional numbers attached.  
*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

**Trademark Application Number(s)**

**Registration Number(s)**

			0306488	0832757	
			0786116		
			0826489		

**Number of Properties**

Enter the total number of properties involved. # 4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

Method of Payment: Enclosed [ ] Deposit Account [ X ]  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes [ X ] No [ ]

**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. Charges to deposit account are authorized, as indicated herein.*

Joseph T. Nabor  
Name of Person Signing

Joseph T. Nabor  
Signature

7/15/02  
Date Signed

U.S.A. - TRADE MARKS  
REGISTERABLE TRANSACTION

I, James Francis Hanlon of 10 Pollock Road, Bearsden, Glasgow G61 2NJ, Scotland, and of British nationality do solemnly and sincerely testify as follows:-

1. I am Company Secretary of Kyndal Spirits Limited, (hereinafter "KYNDAL"). KYNDAL is organised under the laws of Scotland and registered as Scottish Registered Company No. 14456, of Dalmore House, 310 St. Vincent Street, Glasgow G2 5RG, Scotland. On 16 October 2001, KYNDAL changed its name from JBB (GREATER EUROPE) LIMITED, having previously changed its name on 8<sup>th</sup> October 2001 from JBB (GREATER EUROPE) PLC. My Company remains the same legal entity, SCO14456.
2. On 15 October 2001 KYNDAL signed a Guarantee and Debenture (hereinafter "the Deed") in favour of Westdeutsche Landesbank Girozentrale, London branch located at Woolgate Exchange, 25 Basinghall Street, London EC2V 5HA (hereinafter "West")
3. Under the terms of the Deed, KYNDAL as the owner of the Trade Mark rights as set out on the Schedule hereto, (hereinafter "the Trade Marks") has undertaken Secured Obligations and has accepted the following conditions:

A) OFFICIAL RECORDAL

KYNDAL shall be responsible for the official recordal of the Charges and Obligations relative to the Trade Marks insofar as it is possible;

B) FIXED CHARGES

KYNDAL holds in trust for West and charges in favour of West with full title guarantee and as continuing security for the payment, discharge and performance of all of its Secured Obligations, all its rights in the Trade Marks.

/2 . . .

3. C) OBLIGATIONS

KYNDAL shall not, without the prior written consent of West, (such consent not to be unreasonably withheld or delayed) sell, transfer, licence or otherwise dispose of any or all of the Trade Marks or permit any such Trade Marks to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise.

AND I MAKE THIS DECLARATION conscientiously believing the same to be true

Signed: For and on behalf of  
KYNDAL SPIRITS LIMITED

J. Hanlon  
James Francis Hanlon  
Company Secretary

at GLASGOW on 26th FEBRUARY 2002

Before Me Colin Miller (COLIN JOHN MILLAR)  
Notary Public

By countersignature of this document, its contents are agreed

Signed: For and on behalf of  
Westdeutsche Landesbank Girozentrale, London Branch

K. Johnson C. J. Blackmore

Katharine Helen JOHNSON Colin James BLACKMORE, authorised signatories.

at LONDON, ENGLAND on 1st March 2002

Before Me: M. Smith  
Notary Public

Notary Public London, England (Richard J. Saville)

Saville & Co.  
Notaries Public  
Princes Street

My Commission expires at Death

TRADEMARK

SCHEDULE  
U.S.A.

Trade Mark	No.	Class	Expiry Date
MACPHERSON'S CLUNY SCOTCH WHISKY	306488	33	19/09/2003
CLUNY	786116	33	02/03/2005
CLUNY	826489	33	28/03/2007
CLUNY	832757	33	25/07/2007