

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼

RECC  
TF

11-05-2002



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

To the Honorable Commissioner of Patents &

102270902

original documents or copy thereof.

1. Name of conveying party(ies):  
Guinness United Distillers & Vintners Amsterdam BV  
10.9.02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Incorporated in the Netherlands

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

3. Nature of conveyance:

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

Execution Date: 05/23/2002

2. Name and address of receiving party(ies)  
Name: Allied Domecq Spirits & Wine USA, Inc.

internal  
Address:

Street Address: 30600 Telegraph Road

City: Bingham State: MI Zip: 48025

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- 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 registration number(s):

A. Trademark Application No.(s)	76/116746
76/115599	76/159615
76/116747	76/114341
	76/051360
	76/293749

B. Trademark Registration No.(s)	2095767
1374134	1261893
2023522	2025253
	2127111
	1403372

Additional number(s) attached  Yes  No

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

Name: Allied Domecq Spirits & Wine USA, Inc.  
(Att: Jane Bullbrook)

Internal Address:

Street Address: P.O. Box 33006

City: Detroit State: MI Zip: 48232

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

- 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

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.

Jane E. Bullbrook  
Name of Person Signing

Signature

August 21, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK  
REEL: 2609 FRAME: 0770

Dated *May 23*, 2002

**GUINNESS UNITED DISTILLERS & VINTNERS  
AMSTERDAM B.V.**

and

**ALLIED DOMEQ SPIRITS & WINE USA, INC**

**TRADE MARK ASSIGNMENT**

**USA**

LINKLATERS  
One Silk Street  
London EC2Y 8HQ  
Telephone: (44-20) 7456 2000  
Facsimile: (44-20) 7456 2222

Ref: RICW

This Agreement is made on

2002

Between:

- (1) Guinness United Distillers & Vintners Amsterdam B.V. a company incorporated in The Netherlands (registered number 33175486), whose registered office is at Molenwerf 10-12, Amsterdam 1014 BG, The Netherlands (the "Seller"); and
- (2) Allied Domecq Spirits & Wine USA, Inc. a Michigan Corporation (registered number 38-1142580), whose registered office is at 30600 Telegraph Road, Bingham, MI 48025, USA (the "Purchaser")

Whereas

- (A) By an agreement dated 27 February 2002 (the "Business and Share Sale Agreement"), the Seller agreed to sell the Trade Marks to Allied Domecq plc or its nominee.
- (B) The Seller owns the Trade Marks.
- (C) In accordance with completion under the Business and Share Sale Agreement, the Seller now assigns the Trade Marks to the Purchaser on the following terms.

The Parties agree and declare as follows:

## 1 Interpretation

### 1.1 Additional Definitions

In this Agreement:

"Trade Marks" means:

- 1.1.1 the registered trade marks and trade mark applications listed in the Schedule to this Agreement together with the goodwill associated with these trade marks; and
- 1.1.2 all unregistered rights of the Seller in and to the trade marks listed in the Schedule to this Agreement.

## 2 Assignment

The Seller assigns and transfers to the Purchaser all its right, title and interest in and to the Trade Marks including, without limitation, all rights of action, powers and benefits in respect of the Trade Marks, the right to seek and recover damages and seek other remedies for all past infringement of the Trade Marks and, in the case of any applications for registration of trade mark, the benefit of the application with the intent that any registration granted will be the property of the Purchaser.

## 3 Consideration

Consideration for the assignment in Clause 2 above is £10, receipt of which is hereby acknowledged by the Seller.

## 4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties agree that the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

In witness whereof this Agreement has been entered into on the date stated at the beginning

SIGNED by Margot Watts  
as attorney,  
for and on behalf of  
GUINNESS UNITED DISTILLERS &  
VINTNERS AMSTERDAM B.V.

} *Margot Watts*

in the presence of:

*Neha Patel*  
(NEHA PATEL, SOLICITOR)

SIGNED by HAROLD V. GORMAN  
for and on behalf of  
ALLIED DOMECQ SPIRITS & WINE  
USA, INC

} *Harold V. Gorman*

in the presence of:

*Kathleen Otis*

**KATHLEEN OTIS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES OCT. 31, 2006

Schedule

Mark	Number	Class(es)	Status	Country
IT MUST BE THE MALIBU - Word	2095767	33	Registered	USA
MALIBU (word & device)	1374134	33	Registered	USA
MALIBU (word)	1261893	33	Registered	USA
MALIBU BEACH HOUSE (words)	2127111	33	Registered	USA
MALIBU CARIBBEAN COCKTAILS (Bottle with Device)	2023522	33	Registered	USA
MALIBU CARIBBEAN COCKTAILS (bottle with words & device)	2025253	33	Registered	USA
MALIBU MORE FUN THAN RUM (stylised words)	1403372	33	Registered	USA
MALIBU (Bottle with word & device)	76/115.599	33	Pending (filed 23/08/00)	USA
MALIBU (word)	76/116.747	25	Pending (filed 25/08/00)	USA
MALIBU (word & device)	76/159.615	9	Pending (filed 03/11/00)	USA
MALIBU (word & device)	76/114.341	25	Pending (filed 22/08/00)	USA
Palm Tree & Sun Device	76/116.746	33	Pending (filed 25/08/00)	USA
SERIOUSLY EASY GOING	76/051.360	33	Pending (filed 18/05/00)	USA
MALIBU CHILL	76/293749	32	Pending (filed 2/8/2001)	USA