

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTLB AG London Branch	FORMERLY Westdeutsche Landesbank Girozentrale	02/01/2005	Bank:
RECEIVING PARTY DATA			
Name:	Kyndal Spirits Limited		
Street Address:	Dalmore House, 310 St. Vincent Street		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G2 5RG		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	72183272	CLUNY	
Serial Number:	72237634	MACPHERSONS "CLUNY" BLENDED SCOTCH WHISKEY BOTTLED IN SCOTLAND BLENDED BY JOHN E. MCPHERSON & SONS LTD. EDINBURGH NEWCASTLE. UPON. TYNE & LONDON GREAT BRITAIN (ESTABLISHED 1857) A BLEND OF 100% SCOTCHWHISKIES BLENDED AND BOTTLED IN SCOTLANDBY THE SOLE PROPRIETORS. GOLD MEDAL	
Serial Number:	72237635	TOUCH NOT THE CAT BOT A GLOVE	
CORRESPONDENCE DATA			
Fax Number:	(859)252-0779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	859 252 0889		
Email:	michael@iplaw1.net		
Correspondent Name:	Michael S. Hargis/King & Schickli, PLLC		
Address Line 1:	247 North Broadway		
Address Line 4:	Lexington, KENTUCKY 40507-1058		

CH \$90.00 72183272

TRADEMARK

REEL: 003043 FRAME: 0761

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Michael S. Hargis
Signature:	/Michael S. Hargis/
Date:	03/10/2005

Total Attachments: 26

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EXECUTION COPY

DEED OF TERMINATION AND RELEASE

DATED *1 February*
JANUARY 2005

BETWEEN

WESTLB AG, LONDON BRANCH
as Facility Agent, Senior Lender, Hedging Bank and Security Trustee

INVESTEC BANK (CHANNEL ISLANDS) LIMITED
as Mezzanine Lender and New Mezzanine Security Trustee

BARCLAYS BANK PLC
as Revolving Lender and Bonding Bank

WHYTE AND MACKAY GROUP LIMITED
as the Company

WHYTE AND MACKAY FINANCE LIMITED
as the Issuer

SUMMERSET OVERSEAS LIMITED
as successor facility agent

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND
as New Security Trustee
and

THE OBLIGORS

ALLEN & OVERY
ALLEN & OVERY LLP
LONDON

TRADEMARK
REEL: 003043 FRAME: 0763

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THIS DEED is dated

1 February
January 2005

BETWEEN:

- (1) **WHYTE AND MACKAY GROUP LIMITED** (registered number SC221954) (the Company);
- (2) **THE OBLIGORS** (as defined below);
- (3) **WESTLB AG, LONDON BRANCH**, solely in its capacity as the facility agent (the Facility Agent);
- (4) **WESTLB AG, LONDON BRANCH**, solely in its capacity as senior lender (the Senior Lender);
- (5) **WESTLB AG, LONDON BRANCH**, solely in its capacity as the hedging bank (the Hedging Bank);
- (6) **BARCLAYS BANK PLC**, solely in its capacity as revolving lender (the Revolving Lender);
- (7) **BARCLAYS BANK PLC**, solely in its capacity as bonding bank (the Bonding Bank);
- (8) **INVESTEC BANK (CHANNEL ISLANDS) LIMITED**, a Guernsey company with registered number 5845, solely in its capacity as mezzanine lender (the Mezzanine Lender);
- (9) **WHYTE AND MACKAY FINANCE LIMITED**, a Cayman Island company with registered number CR-113286, solely in its capacity as issuer (the Issuer);
- (10) **SUMMERSET OVERSEAS LIMITED**, a British Virgin Islands company with registered number 625712, solely in its capacity as successor facility agent;
- (11) **WESTLB AG, LONDON BRANCH**, solely in its capacity as security trustee (the Security Trustee);
- (12) **INVESTEC BANK (CHANNEL ISLANDS) LIMITED**, a Guernsey company with registered number 5845, solely in its capacity as new mezzanine security trustee (the New Mezzanine Security Trustee).
- (13) **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** solely in its capacities as new security trustee, Agent, Arranger, Account Bank, Senior Lender, Working Capital Bank, Asset Finance Provider, Invoice Discount Provider and Hedge Counterparty under the New Facility defined below (BoS).

BACKGROUND:

(A) We refer to the following documents:

- (a) the senior secured facility agreement dated 15 October 2001 made among, *inter alia*, the Company as Borrower, the Facility Agent and the Security Trustee (the Senior Secured Facility Agreement);

- (b) the mezzanine facility agreement dated 15 October 2001 made among, *inter alia*, the Company as Borrower, Meadfine Limited as Mezzanine Lender and the Security Trustee (the Mezzanine Facility Agreement);
 - (c) the security trust deed dated 15 October 2001 made between, *inter alia*, the Company, the Facility Agent, the Senior Lender and the Security Trustee as amended by an amendment deed dated 14 January 2002 between, *inter alia*, the same parties (the Security Trust Deed);
 - (d) the guarantee and debenture dated 15 October 2001 between the Company and the Security Trustee (the Company Debenture);
 - (e) the guarantee and debenture dated 15 October 2001 between, *inter alia*, Whyte & Mackay Limited and the Security Trustee (the Target Group Debenture) and
 - (f) the new facility dated on or about the date hereof between, among others, the Company, the Obligors and BoS in the capacities abovementioned (the New Facility).
- (B) Each of the parties to this Deed are entering into this Deed in order to ratify and confirm:
- (a) the termination of WestLB AG, London Branch's role as facility agent under the Senior Secured Facility Agreement and the appointment of the successor facility agent more specifically referred to in Clause 2 below;
 - (b) the termination of WestLB AG, London Branch's role as security trustee under the Security Trust Deed and the appointment of the successor security trustee more specifically referred to in Clause 2 below; and
 - (c) the authority of the Security Trustee to unconditionally and irrevocably release all Security constituted by the Security Documents more specifically referred to in Clause 3 below.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Obligors means each of the companies listed in the Schedule to this Deed.

Outgoing Funders means each of the Facility Agent, the Senior Lender, the Hedging Bank, the Revolving Lender and the Bonding Bank.

1.2 Construction

- (a) Unless given a different meaning in this Deed, terms defined in the Security Trust Deed have the same meaning when used in this Deed.

- (b) Unless the contrary intention appears, if there is any inconsistency between this Deed and another Finance Document, this Deed will prevail.

2. TERMINATION

By this Deed, each of the Finance Parties acknowledge that with immediate effect:

- (i) WestLB AG, London Branch has resigned from its role as Facility Agent under the Senior Secured Facility Agreement and that Summerset Overseas Limited has been appointed as the successor Facility Agent under the Senior Secured Facility Agreement;
- (ii) WestLB AG, London Branch has resigned from its role as Security Trustee under the Senior Secured Facility Agreement and that Summerset Overseas Limited has been appointed as the successor Security Trustee under the Senior Secured Facility Agreement;
- (iii) WestLB AG, London Branch has resigned its position as Arranger and Security Trustee under the Mezzanine Facility Agreement and that the Mezzanine Lender has been appointed as the successor Security Trustee under the Mezzanine Facility Agreement and for all purposes WestLB AG, London Branch is no longer a party to that Mezzanine Agreement.

3. RELEASE

By this Deed:

- (a) the Security Trustee, acting on the instructions of each Secured Party which are hereby given, hereby irrevocably and unconditionally without recourse or warranty releases all the assets, property, rights, title, interest and undertaking of each Obligor from any Encumbrance created or constituted by the Security Documents and reassigns to each Obligor all of its respective assets, property, rights, title, interest and undertakings free of any such Encumbrance, assigned to the Security Trustee by or pursuant to the Security Documents;
- (b) each Secured Party irrevocably and unconditionally releases the Obligors from all of their respective obligations to such Secured Party under the Finance Documents and the Security Trustee, acting on the instructions of each Secured Party which are hereby given, hereby irrevocably and unconditionally releases the Obligors from all of their respective obligations to the Security Trustee under the Security Documents;
- (c) each Outgoing Funder hereby confirms that no sums are due or payable by the Company or any of the Obligors to such Outgoing Funder and each Outgoing Funder confirms, and the Security Trustee, acting on the instructions of each Secured Party which are hereby given, hereby further confirms, that, following the release in Clause 3(a) above, such person does not have the benefit of any Encumbrance from the Company or any of the Obligors nor has such person transferred any interest in such sums (other than to Summerset) or Encumbrance;
- (d) each of the Mezzanine Lender and Summerset hereby confirm that no sums are due or payable to them by the Company or any of the Obligors and that, following the release in Clause 3(a) above, they have no benefit of any Encumbrance from the Company or any of the Obligors nor have they transferred any interest in such sums or Encumbrance except in respect of any sums or any Encumbrance fully subordinated pursuant to the Intercreditor Agreement (as such term is defined in the New Facility); and

- (c) each party hereto (to the extent, if at all, that it has any right to so do) hereby gives its consent to the creation of all security required under the New Facility (without assertion that such consent is required) and to the matters set out herein.

4. **FURTHER ASSURANCE**

The Security Trustee will, at the request and cost of the Company, take whatever action is reasonably necessary and as soon as reasonably practicable to give effect to Clause 3 (Release) of this Deed and the Outgoing Funders, the Mezzanine Lender and Summerset consent to the same.

5. **EXPENSES**

The Company must immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Security Trustee.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

A person who is not party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any term of this Deed, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Deed.

7. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same instrument.

8. **GOVERNING LAW**

This Deed is governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1
THE OBLIGORS**

Name of Chargor	Registered Number	Registered Office
Whyte & Mackay Group Limited (previously Kyndal International Limited)	SC221954	Dalmore House 310 St Vincent Street, Glasgow G2 5RG
White & Mackay Limited (previously Kyndal Spirits Limited and JBB (Greater Europe) Limited)	SC014456	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Wauchope Moodie & Company Limited	SC038608	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
W & S Strong Limited	SC030880	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
WMB Realisations Limited	SC100139	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Kyndal Spirits Limited (previously Whyte & Mackay Limited)	SC013952	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Whyte & Mackay Distillers Limited	SC129716	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Watson & Middleton Limited	SC136165	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Tamnavulin - Glenlivet Distillery Company Limited	SC044980	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
The Sheep Dip Whisky Company Limited	SC134456	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Ronald Morrison & Company Limited	SC024590	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Pentland Bonding Company Limited	SC055037	9/21 Salamander Place, Leith, Edinburgh EH6 7JL

John E Mcpherson & Sons Limited	00333453	C/o McClure Naismith, Pountney Hill House, 6 Laurence Pountney Hill, London, EC4R 0BL
Charles Mackinlay & Company Limited	SC022718	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Longman Distillers Limited	SC041642	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Loch Glass Distilling Company Limited	SC046001	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Leith Distillers Limited	SC041563	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Kensington Distillers Limited	00668388	C/o McClure Naismith, Pountney Hill House, 6 Laurence Pountney Hill, London, EC4R 0BL
Jarvis Halliday & Company Limited	00233616	C/o McClure Naismith, Pountney Hill House, 6 Laurence Pountney Hill, London, EC4R 0BL
Invergordon Gin Limited	02757681	C/o McClure Naismith, Pountney Hill House, 6 Laurence Pountney Hill, London, EC4R 0BL
Hay & Macleod Limited	SC093693	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Grey Rogers & Co. Limited	SC049866	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
GPS Realisations Limited	SC042973	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Glentalla Limited	SC052273	9/21 Salamander Place, Leith, Edinburgh EH6 7JL

Glavya Liqueur Limited	SC041959	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Fettercairn Distillery Limited	00520164	C/o McClure Naismith/Andrew Page, Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL
Ewen & Company Limited	00192753	C/o McClure Naismith/Andrew Page, Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL
Edinburgh Scotch Whisky Company Limited	SC091780	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Dalmore Distillers Limited	SC121722	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Bruce & Company (Leith) Limited	SC028473	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Dalmore, Whyte & Mackay Limited	SC093695	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Isle of Jura Distillery Company Limited	SC033738	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
William Muir Limited	SC023910	Dalmore House, 310 St Vincent Street, Glasgow G2 5RG
Invergordon Distillers Group Limited	SC034720	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Invergordon Distillers (Holdings) Limited	00841289	C/o McClure Naismith/Andrew Page, Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL
The Invergordon Distillers Limited	SC114029	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
TDL Realisations Limited (previously Tuillibardine Distillery Limited)	SC024534	9/21 Salamander Place, Leith, Edinburgh EH6 7JL
Whyte and Mackay Warehousing Limited (previously Kyndal Warehousing Limited)	SC229822	Dalmore House, 310 St Vincent Street, Glasgow, G2 5RG

SIGNATORIES

The Company

Executed as a deed
by **WHYTE AND MACKAY GROUP
LIMITED**
acting by
and

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Director
.....
Director/Secretary

Obligors

Executed as a deed
by **WHYTE AND MACKAY GROUP
LIMITED**
acting by
and

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Director
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Director/Secretary

Executed as a deed
by **WHYTE & MACKAY LIMITED**
acting by
and

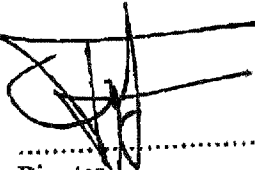
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Director
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Director/Secretary

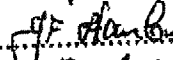
Executed as a deed
by **WAUCHOPE MOODIE & COMPANY
LIMITED**
acting by
and

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Director
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Director/Secretary

Executed as a deed
by **W & S STRONG LIMITED**
acting by
and

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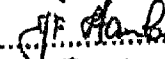

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Director


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Director/Secretary

Executed as a deed
by **WMB REALISATIONS LIMITED**
acting by
and

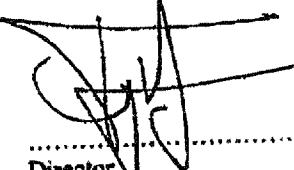
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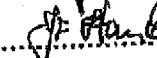

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Director


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Director/Secretary

Executed as a deed
by **KYNDAL SPIRITS LIMITED**
acting by
and

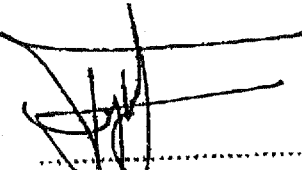
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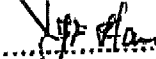

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Director


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Director/Secretary

Executed as a deed
by **WHYTE & MACKAY DISTILLERS
LIMITED**
acting by
and

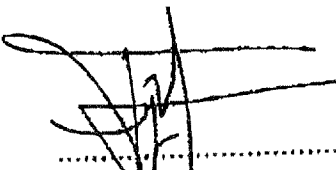
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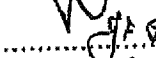

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Director


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Director/Secretary

Executed as a deed
by **WATSON & MIDDLETON LIMITED**
acting by
and

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Director


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Director/Secretary

Executed as a deed
by **TAMNAVULIN - GLENLIVET
DISTILLERY COMPANY LIMITED**
acting by
and

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Director
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Director/Secretary

Executed as a deed
by **THE SHEEP DIP WHISKY COMPANY
LIMITED**
acting by
and

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Director
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Director/Secretary

Executed as a deed
by **RONALD MORRISON & COMPANY
LIMITED**
acting by
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Director
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Director/Secretary

Executed as a deed
by **PENTLAND BONDING COMPANY
LIMITED**
acting by
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Director
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Director/Secretary

Executed as a deed
by **JOHN E MCPHERSON & SONS
LIMITED**
acting by
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Director
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Director/Secretary

Executed as a deed
by **CHARLES MACKINLAY & COMPANY
LIMITED**
acting by
and

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Director
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J. H. Mackinlay
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Director/Secretary

Executed as a deed
by **LONGMAN DISTILLERS LIMITED**
acting by
and

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Director
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J. H. Mackinlay
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Director/Secretary

Executed as a deed
by **LOCH GLASS DISTILLING COMPANY
LIMITED**
acting by
and

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Director
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J. H. Mackinlay
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Director/Secretary

Executed as a deed
by **LEITH DISTILLERS LIMITED**
acting by
and

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Director
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J. H. Mackinlay
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Director/Secretary

Executed as a deed
by **KENSINGTON DISTILLERS LIMITED**
acting by
and

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Director
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J. H. Mackinlay
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Director/Secretary

Executed as a deed
by **JARVIS HALLIDAY & COMPANY
LIMITED**
acting by
and

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Director
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Director/Secretary

Executed as a deed
by **INVERGORDON GIN LIMITED**
acting by
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Director/Secretary

Executed as a deed
by **HAY & MACLEOD LIMITED**
acting by
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Director/Secretary

Executed as a deed
by **GREY ROGERS & COMPANY LIMITED**
acting by
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Director/Secretary

Executed as a deed
by **GPS REALISATIONS LIMITED**
acting by
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Director/Secretary

Executed as a deed
by **GLENTALLA LIMITED**
acting by
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Director
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Director/Secretary *J. A. B.*

Executed as a deed
by **GLAYVA LIQUEUR LIMITED**
acting by
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Director
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Director/Secretary *J. A. B.*

Executed as a deed
by **FETTERCAIRN DISTILLERY LIMITED**
acting by
and

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Director
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Director/Secretary *J. A. B.*

Executed as a deed
by **EWEN & COMPANY LIMITED**
acting by
and

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Director
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Director/Secretary *J. A. B.*

Executed as a deed
by **EDINBURGH SCOTCH WHISKY
COMPANY LIMITED**
acting by
and

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Director
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Director/Secretary *J. A. B.*

Executed as a deed
by **DALMORE DISTILLERS LIMITED**
acting by
and

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Director
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J.F. Hanlon
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Director/Secretary

Executed as a deed
by **BRUCE & COMPANY (LEITH)
LIMITED**
acting by
and

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Director
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J.F. Hanlon
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Director/Secretary

Executed as a deed
by **DALMORE, WHYTE & MACKAY
LIMITED**
acting by
and

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Director
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J.F. Hanlon
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Director/Secretary

Executed as a deed
by **ISLE OF JURA DISTILLERY COMPANY
LIMITED**
acting by
and

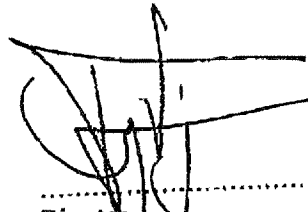
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Director
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J.F. Hanlon
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Director/Secretary

Executed as a deed
by **WILLIAM MUIR LIMITED**
acting by
and

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J.F. Hanlon
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Director/Secretary

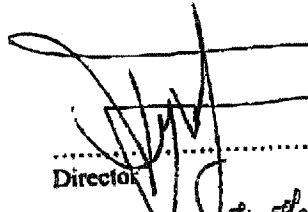
Executed as a deed
by **INVERGORDON DISTILLERS
(HOLDINGS) LIMITED**
acting by
and

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Director
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J. Hanlon
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Director/Secretary

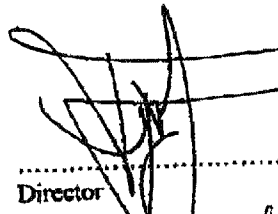
Executed as a deed
by **INVERGORDON DISTILLERS GROUP
LIMITED**
acting by
and

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Director
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J. Hanlon
.....
Director/Secretary

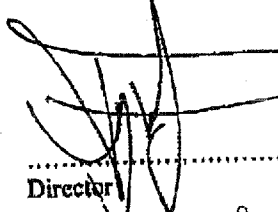
Executed as a deed
by **THE INVERGORDON DISTILLERS
LIMITED**
acting by
and

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Director
.....
J. Hanlon
.....
Director/Secretary

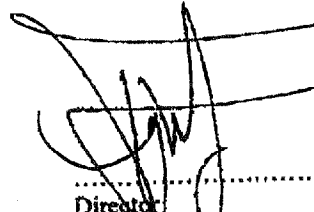
Executed as a deed
by **TDL REALISATIONS LIMITED**
acting by
and

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.....
Director
.....
J. Hanlon
.....
Director/Secretary

Executed as a deed
by **WHYTE & MACKAY WAREHOUSING
LIMITED**
acting by
and

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.....
Director
.....
J. Hanlon
.....
Director/Secretary

Facility Agent

Executed as a deed
by WESTLB AG, LONDON BRANCH
acting by **KARIN WAIBL**
and **FRANK MALONE**

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Karin Waibl
.....
Frank Malone
.....

Senior Lender

Executed as a deed
by WESTLB AG, LONDON BRANCH
acting by **KARIN WAIBL**
and **FRANK MALONE**

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Karin Waibl
.....
Frank Malone
.....

Hedging Bank

Executed as a deed
by WESTLB AG, LONDON BRANCH
acting by **KARIN WAIBL**
and **FRANK MALONE**

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Karin Waibl
.....
Frank Malone
.....

Revolving Lender

Executed as a deed
by **BARCLAYS BANK PLC**
acting by
and

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.....
Director

.....
Director/Secretary

Bonding Bank

Executed as a deed
by **BARCLAYS BANK PLC**
acting by
and

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.....
Director

.....
Director/Secretary

Facility Agent

Executed as a deed
by **WESTLB AG, LONDON BRANCH**
acting by
and

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Senior Lender

Executed as a deed
by **WESTLB AG, LONDON BRANCH**
acting by
and

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Hedging Bank

Executed as a deed
by **WESTLB AG, LONDON BRANCH**
acting by
and

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Revolving Lender

Executed as a deed
by **BARCLAYS BANK PLC**
acting by
and

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formed as a deed under a power of attorney dated 31st JANUARY
ALISON M. MCGREGOR 2005
~~Director/Secretary~~

ALISON M. MCGREGOR
.....
~~Director~~
~~Director/Secretary~~

Bonding Bank

Executed as a deed
by **BARCLAYS BANK PLC**
acting by
and

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formed as a deed under a power of attorney dated 21st JANUARY
ALISON M. MCGREGOR 2005
~~Director/Secretary~~

ALISON M. MCGREGOR
.....
~~Director~~
~~Director/Secretary~~

Mezzanine Lender

Executed as a deed)
by **INVESTEC BANK (CHANNEL ISLANDS)**)
LIMITED)
acting by *STEPHEN HANTEL*)
and *NIGEL RIDDIE*)

.....
Director

.....
Director/Secretary

Issuer

Executed as a deed)
by **WHYTE AND MACKAY FINANCE**)
LIMITED)
acting by)
and)

.....
Director

.....
Director/Secretary

New Facility Agent

Executed as a deed)
by **SUMMERSET OVERSEAS LIMITED**)
acting by)
and)

.....
Director

.....
Director/Secretary

The Security Trustee

Executed as a deed)
by **WESTLB AG, LONDON BRANCH**)
acting by)
and)

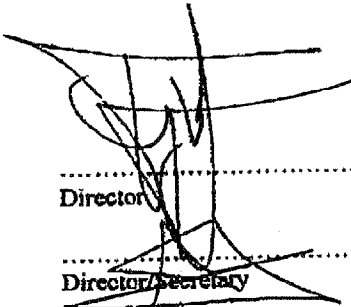
Mezzanine Lender

Executed as a deed)
by **INVESTEC BANK (CHANNEL ISLANDS)**)
LIMITED)
acting by)
and)

.....
Director
.....
Director/Secretary

Issuer

Executed as a deed)
by **WHYTE AND MACKAY FINANCE**)
LIMITED)
acting by)
and)



.....
Director
.....
Director/Secretary

New Facility Agent

Executed as a deed)
by **SUMMERSET OVERSEAS LIMITED**)
acting by)
and)

.....
Director
.....
Director/Secretary

The Security Trustee

Executed as a deed)
by **WESTLB AG, LONDON BRANCH**)
acting by)
and)

.....

Mezzanine Lender

Executed as a deed)
by **INVESTEC BANK (CHANNEL ISLANDS)**)
LIMITED)
acting by)
and)

.....
Director

.....
Director/Secretary

Issuer

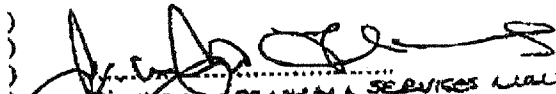
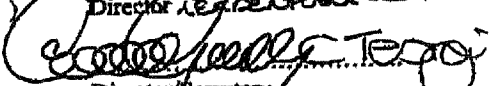
Executed as a deed)
by **WHYTE AND MACKAY FINANCE**)
LIMITED)
acting by)
and)

.....
Director

.....
Director/Secretary

New Facility Agent

Executed as a deed)
by **SUMMERSET OVERSEAS LIMITED**)
acting by)
and)

.....

Director **NEO CENTRAL SERVICES LIMITED**
.....

Director/Secretary
GFT DIRECTOR LIMITED.

The Security Trustee

Executed as a deed)
by **WESTLB AG, LONDON BRANCH**)
acting by)
and)

.....



Mezzanine Lender

Executed as a deed)
by **INVESTEC BANK (CHANNEL ISLANDS)**)
LIMITED)
acting by)
and)

.....
Director

.....
Director/Secretary

Issuer

Executed as a deed)
by **WHYTE AND MACKAY FINANCE**)
LIMITED)
acting by)
and)

.....
Director

.....
Director/Secretary

New Facility Agent

Executed as a deed)
by **SUMMERSET OVERSEAS LIMITED**)
acting by)
and)

.....
Director

.....
Director/Secretary

The Security Trustee

Executed as a deed)
by **WESTLB AG, LONDON BRANCH**)
acting by **KARIN WAIBL**)
and **FRANK MALONE**)

Karin Waibl
.....
Frank Malone

The New Mezzanine Security Trustee

Executed as a deed)
by **INVESTEC BANK (CHANNEL ISLANDS)**)
LIMITED)
acting by *Stephan J. J. J.*)
and *Nigel R. D. D.*)

[Signature]
.....
Director
[Signature]
.....
Director/Secretary

BOS

Executed as a deed)
by **THE GOVERNOR AND COMPANY OF**)
THE BANK OF SCOTLAND)
acting by)
and)

.....
Director
.....
Director/Secretary

The New Mezzanine Security Trustee

Executed as a deed)
by **INVESTEC BANK (CHANNEL ISLANDS)**)
LIMITED)
acting by)
and)

.....
Director

.....
Director/Secretary

BOS

Executed as a deed)
by **THE GOVERNOR AND COMPANY OF**)
THE BANK OF SCOTLAND)
acting by)
and)

Paul Watson
.....
~~Director~~ Authorized Signatory

C. L. Murdoch
.....
Director/Secretary witness
CATRIONA MURDOCH

Address
C/O BANK OF SCOTLAND, EDINBURGH.

SCHEDULE OF SECURED IP RIGHTS TO BE RELEASED

A. SECURED REGISTERED TRADE MARKS

Chargor: Whyte & MacKay Ltd (SC014456) (previously Kyndal Spirits Ltd and JBB (Greater Europe) Ltd)			
	Trade Mark Number	Step	Document(s)
1	IR686416 (France)	Release of Security at []	[]
2	IR686408 (France)	Release of Security at []	[]
3	1516357 (France)	Release of Security at []	[]
4	IR686416 (Spain)	Release of Security at []	[]
5	IR686408 (Spain)	Release of Security at []	[]
6	456777 (Spain)	Release of Security at []	[]
7	125858 (Portugal)	Release of Security at []	[]
8	320358 (Portugal)	Release of Security at []	[]
9	135591 (Greece)	Release of Security at []	[]
0	135592 (Greece)	Release of Security at []	[]
1	87325 (Greece)	Release of Security at []	[]
2	306488 (US)	Release of Security at []	[]
3	826489 (US)	Release of Security at []	[]
4	832757 (US)	Release of Security at []	[]
5	786116 (US)	Release of Security at []	[]

B. SECURED REGISTERED DESIGNS

Chargor: Whyte & MacKay Limited (SC014456) (previously Kyndal Spirits Ltd and JBB (Greater Europe) Ltd)			
	Design Number	Step	Document
6	27253 (France)	Release of Security at []	[]